

SOLICITATION NUMBER 386-06-006 AND 386-06-006A ARE SAME

| | | | | | | | | | |
|--|--|--|--|--|--|---|--|--------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING N/A | | PAGE OF PAGES | | | |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER 386-06-006 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED 03/14/2006 | | 6. REQUISITION/PURCHASE NUMBER | |
| 7. ISSUED BY Regional Office of Acquisition and Assistance USAID/India 9000 New Delhi Place Washington D.C. 20521-9000 | | | | CODE | | 8. ADDRESS OFFER TO (If other than Item 7) Same as block 7 | | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and one copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in
American Embassy/USAID, Chanakyapuri, New Delhi-110 021 INDIA until **1000** local time **04/18/2006**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

| | | | | | | | |
|---------------------------|--|--|--|--|--|---|--|
| 10. FOR INFORMATION CALL: | | A. NAME Marcus A. Johnson, Jr. | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE +91-11 NUMBER 24198796 EXT. | | C. E-MAIL ADDRESS marcusjohnson@usaid.gov | |
|---------------------------|--|--|--|--|--|---|--|

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | | | | | | |
|---|--|----------------------|--|----------------------|--|----------------------|--|-------------------|--|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) | | 10 CALENDAR DAYS (%) | | 20 CALENDAR DAYS (%) | | 30 CALENDAR DAYS (%) | | CALENDAR DAYS (%) | |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | | DATE | |
| | | | | | | | | | |
| | | | | | | | | | |

| | | | | | | | | | |
|----------------------------------|--------|--|--|----------|--|--|--|----------------|--|
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | |
| | | To all Offerors / Bidders | | | | | | | |
| 15B. TELEPHONE NUMBER | | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | | | | 17. SIGNATURE | | 18. OFFER DATE | |
| AREA CODE | NUMBER | EXT. | | | | | | | |

AWARD (To be completed by Government)

| | | | | | | | |
|---|--|------------|--|--|--|----------------|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY Refer to Section G.5 CODE | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) Marcus A. Johnson, Jr. | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is select a contractor to manage and coordinate the provision of expert technical assistance, training, and grants to initiate and complete a set of selected activities in the South Asia Region under the South Asia Regional Initiative for Energy (SARI/E) program.

B.2 CONTRACT TYPE

This is a cost-plus award fee (CPAF) completion contract type. The general structure and management of the award fee arrangements are described in Section E.3. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F and Section C in accordance with the performance standards specified in section E.

[End of Clause]

B.3 ESTIMATED COST BASE FEE, AWARD FEE AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work for years 1-3 required hereunder, exclusive of fee(s), if any, is _____. The base fee, if any, is _____ and the possible award fee, if any, is _____. The estimated cost plus all possible fees, if any, is _____.

(b) Within the estimated cost plus all possible fees, if any, specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is _____. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through _____.

[End of Clause]

B.4 CONTRACT LINE ITEMS

| | |
|---|----------|
| CLIN – BASE PERIOD (YEAR 1, 2, & 3) | |
| 0001 - YEAR 1 Estimated Cost | \$ _____ |
| 0001a – YEAR 1 Base Fee, if any | \$ _____ |
| 0001b- YEAR 1 Award Fee Maximum | \$ _____ |
| Subtotal (0001+0001a+0001b) Total Est. Cost | \$ _____ |
| | |
| 0002 - YEAR 2 Cost | \$ _____ |
| 0002a – YEAR 2 Base Fee, if any | \$ _____ |
| 0002b- YEAR 2 Award Fee Maximum | \$ _____ |
| Subtotal (0002+0002a+0002b) Total Est. Cost | \$ _____ |
| | |
| 0003 - YEAR 3 Cost | \$ _____ |
| 0003a – YEAR 3 Base Fee, if any | \$ _____ |
| 0003b- YEAR 3 Award Fee Maximum | \$ _____ |
| Subtotal (0003+0003a+0003b) Total Est. Cost | \$ _____ |

CLIN – OPTION PERIOD #1**0004 - YEAR 4 Estimated Cost**

\$ _____

0004a – YEAR 4 Base Fee, if any

\$ _____

0004b- YEAR 4 Award Fee Maximum

\$ _____

Subtotal (0004+0004a+0004b) Total Est. Cost

\$ _____

CLIN – OPTION PERIOD #2**0001 - YEAR 5 Estimated Cost**

\$ _____

0001a – YEAR 5 Base Fee, if any

\$ _____

0001b- YEAR 5 Award Fee Maximum

\$ _____

Subtotal (0004+0004a+0004b) Total Est. Cost

\$ _____

CEILING PRICE

\$ _____

[End of Clause]

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

| Description | Rate | Base | Type | Period |
|-------------|------|------|------|--------|
| | 1/ | 1/ | 1/ | |
| | 2/ | 2/ | 2/ | |
| | 3/ | 3/ | 3/ | |

1/Base of Application:

Type of Rate:

Period:

2/Base of Application:

Type of Rate:

Period:

3/Base of Application:

Type of Rate:

Period:

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.7 APPROVED SUBCONTRACTORS

Pursuant to FAR Clause 52.244-4, the following subcontractors were identified and agreed to during negotiations to provide the services covered by this contract.

[To be proposed by offeror]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

I. Background

Regional Context:

Energy security — meeting the energy demands of a nation through clean, sustainable and reliable supplies at affordable prices — has become a major policy imperative in countries throughout the world. Strategies for accomplishing energy security involve a careful balance of national and international economics and politics, the underpinnings of which consist of the technical and financial limitations of the energy sector. Globally, energy security is receiving increased attention in the face of mounting geopolitical concerns.

India and China are among leading emerging economies actively engaged in the pursuit of energy security, with all the world watching and many countries actively participating. Central Asia, the Middle East and Southeast Asia provide the potential for cost effective sources of energy diversification and supply. But links with countries such as Iran and Myanmar would come at political costs which are proving untenable.

The countries of South Asia (Afghanistan, Bangladesh, Bhutan, Nepal, Maldives, Pakistan and Sri Lanka) are in the vortex of the China-India dynamic, and may stand to realize significant gains as a result. Several are actively engaged in strong energy security strategies of their own, while others are grappling with more immediate concerns of conflict and political turmoil. The countries of South Asia themselves possess significant untapped renewable and conventional resources, which if harnessed in a sustainable manner, would significantly bolster energy security. Meanwhile, Afghanistan and Pakistan can serve as an important land bridge to the resources of Central Asia allowing strategies for sustainable imports. For all, there is a significant opportunity as India may serve as both a destination for energy produced or transited across their borders, and as a source of technologies, expertise and significant revenues. However, India and the South Asian region face significant internal structural impediments that, until addressed, will leave energy security an unattainable goal. Principal among these are artificial constraints to proper market and pricing signals that constrain the growth of the energy sector.

Regardless of the ability to attain energy security, South Asia will continue to play a major role in world energy markets. Underlying the drive for energy security are critical energy shortages and high anticipated demand increases throughout the region. Economic and population growth have led to rapid increases in energy demand in recent years. In 2003, total energy consumption for the eight South Asian nations totaled 425 mtoe (or 16.9 Quadrillion BTU), while total energy production totaled 300 mtoe (or 11.9 Quadrillion BTU)¹. This gap is projected to grow to upward of 500 mtoe by 2010.² South Asia accounts for over 4.0% of world commercial energy consumption, up from 3.2% in 1993. South Asia's primary commercial energy consumption showed an increase of nearly 51% between 1993 and 2003, and is anticipated to grow at accelerated rates going forward. Average GDP growth rates are projected to continue at approximately 6% per year within the South Asian region, with corresponding energy demand growth at a slightly higher level. The region has high petroleum import dependence at an average of 30% of total energy, with a range among the countries of 25%-100%.

Inefficiencies of South Asian financial and institutional structures impose a significant energy security burden for the region. Domestic markets are not providing proper signals to consumers to increase the efficiency of energy use, and are dominated by high losses and low rates of recovery. The lack of investment in the energy sector is compounded by a lack of legal, regulatory and institutional structures that would harness the strengths of markets to capture investment

¹ EIA. International Energy Annual 2005. <http://www.eia.doe.gov/iea/>

² "Regional Energy Security for South Asia." Produced with the assistance of USAID, SARI/Energy. 2005.

opportunities. With electricity demand projected to triple between 2001 and 2030, India's investment requirements for 2001-2030 are estimated at around \$765 billion.³ This amounts to nearly 2.5% of GDP for that period.

The direct cost of energy insufficiency to South Asia's industrial and commercial sectors often is above 30% of operating costs, creating a competitive barrier to industrial growth in most of the nations of South Asia. These measurable costs are due to the petroleum-based captive power required to run industry. However there is a much higher hidden cost in energy intensity, measured as consumption per unit of GDP; South Asia averages 0.79 tons of energy per dollar of GDP South Asian, three times the rate of the U.S.

As a result of the economic and political ramifications arising from energy shortfalls, improving the quantity and quality of electricity supply is an important priority of national and local governments. The South Asian countries are seeking to 1) increase their energy security; 2) diversify their traditional energy supplies; 3) increase their knowledge of technologies and market opportunities; 4) expand access to clean, commercial energy services to rural and peri-urban populations; 5) increase energy independence through renewable energy resources; 6) improve energy efficiency; and 7) provide enabling environments to support these objectives.

To meet these challenges, the USAID South Asia Regional Initiative for Energy (SARI/Energy) proposes a two-tiered approach: first to increase knowledge and capabilities to access clean energy; and second to improve market structures to facilitate proper price signaling, enabling investment to flow and the advantages of cross-border trade to be realized.

Clean Energy Supply and Access:

The countries of South Asia possess significant untapped indigenous sources of energy that, if used in a proper and sustainable fashion, could form the foundation of regional and national energy security. Coupled with imports and the use of clean energy technologies and effective management structures, an appropriate foundation for energy security in South Asia might be enabled. Estimates show that the region possesses indigenous resources of over 47,000 mtoe, of which current estimates indicate that 800 mtoe is available as annually renewable resources, with the balance in fixed conventional resources, such as coal and gas⁴.

Many countries are taking important steps toward sustainable use of clean energy resources. India is already a global leader (recently moving into fourth place, ahead of Denmark) in the wind industry. Solar, biofuel and micro-hydro programs are taking off across the Asia region. Progress in South Asia in displacing imported oil in the transportation sector is encouraging, with substantial natural gas vehicle (NGV) fleets now operating in Pakistan, India and Bangladesh; Electric Vehicles (EVs) fleets in use in India and Nepal; and biofuel usage in India. With natural gas imports looming, there remains potential to leverage additional fuel substitutes for natural gas, such as hydrogen. Meanwhile, significant research, partnerships and demonstration projects are being undertaken in the use of clean technologies for conventional fuels, such as clean coal technologies and integrated gas combined cycle power plants.

A major impediment to developing diversified, clean energy resources of the region is the still significant knowledge gap in the quantity and quality of these resources. Table 1: Renewable Energy Resources of South Asia is illustrative of how many key data points are still Not Available (NA). This is compounded by a lack of knowledge on technologies and financial models for utilizing these resources at both a large, grid-connected scale, and a smaller, distributed-energy level.

Table 1: Renewable Energy Resources in South Asia (excerpts from *Regional Energy Security for South Asia: Regional Report* (Table 4-3))

³ International Energy Agency. World Energy Investment Outlook 2003. "Global Energy Investment Needs."

⁴ "Regional Energy Security for South Asia." Produced with the assistance of USAID, SARI/Energy. 2006.

| Country | Wind Energy Potential (MW) | Solar Energy Potential (MW) | Mini/Micro Hydro Potential (MW) | Biomass Potential (mt/yr) |
|-------------------|----------------------------|-----------------------------|---------------------------------|---------------------------|
| Afghanistan | NA | NA | NA | NA |
| Bangladesh | NA | NA | NA | NA |
| Bhutan | NA | NA | NA | |
| India | 45,000 | 50,000 | 15,000 | ~400 |
| Maldives | NA | NA | NA | NA |
| Nepal | NA | NA | NA (80 GW lg-sc) | NA |
| Pakistan | 1,100-40,000 | V. Large | ~1000 | ~25 |
| Sri Lanka | 24,000 | Large | 300 | 12.0* |
| South Asia | NA | NA | NA | NA |

* 1.2 million hectares @10 t/hectare

Access to energy is directly linked to increase in incomes, with studies showing incomes in previously un-electrified rural areas rising by 64%, and employment increasing by 52%⁵. This is an important linkage in South Asia, a region which ranks among the lowest in the world in per capita income despite recent rapid economic growth. South Asia averages among the lowest levels of per capita energy consumption and overall electrification rates in the world, at an average of 380 kWh per capita per year. Less than 50% of the population has any access to electricity (access ranges from 6% in Afghanistan to 67% in Sri Lanka and 90% in the Maldives).

The South Asian region is home to some of the largest number of terrorist incidents and the highest overall levels of insurgency in the world. Access to energy in vulnerable populations can provide jobs and economic growth as alternatives to insurgency and trafficking. New and emerging energy markets typically provide 21st Century jobs in greater numbers and at more skill levels than jobs in conventional energy markets do. Financial flows from these systems are more likely to be retained within communities and national boundaries as well.

Trade and Investment

Investment in and cross-border trade of energy are critical components of an improved energy security outlook for the South Asian region. Increasing access to clean energy requires an increase in investment flowing to the sector, and as stated above, the investment needs are significant and represent more than national governments themselves can finance. Cross-border trade provides significant and linked energy security advantages by reducing investment needs and leveraging investment flows, with integration of electricity systems showing savings of 10% in generation capacity⁶.

The technical and financial advantages of cross-border investment and trade include (1) leveraging access to a regionally diversified energy resource portfolio, (2) strengthening investment prospects for new capacity development through the involvement of multiple buyers and investors, and (3) capturing the complementarity of cross-border load profiles, among others. Proper price signaling also results in increases in the quality of services to all customer classes, while reducing the total cost to the economy and distributing those costs equitably among users.

⁵ "Economic and Social Impact Evaluation Study of the Rural Electrification Program in Bangladesh" October 2002. Dr. Abul Barkat paper. Results over 5 years

⁶ "An Introduction to Regional Electricity Cooperation and Integration" [E7 Guidelines for the Pooling of Resources and the Interconnection of Electric Power Systems \(RECI\)](#), October 2000

The advantages of cross-border investment and trade also extend to political stability, with studies showing that doubling trade between two countries lowers the risk of conflict by 17 percent⁷. In fact, strong economic linkages make conflicts ‘materially impossible’ due to the linked interest in strategic sectors. Energy is one such sector, in which trade and investment linkages can strengthen regional economic integration, thus supporting regional political and economic stability.

Trade both within the region and with neighboring regions is based not only in techno-financial factors, but also in political realities. Intra-regional tensions often lead to mistrust in regional trade while global tensions lead to difficulties in inter-regional trade. Iran as a source country and Myanmar as a source or transit country raise foreign policy issues making these untenable options for USAID assistance. Afghanistan as a transit country to Central Asia is a high priority objective, albeit troubled by security issues at present.

Regardless of political realities, external investment will not flow in a sufficient or sustainable manner until market and price signals function effectively. Current market and political restriction account for low intra-regional energy trade, with 0.1% of the total regional trade of energy coming from inside the region. Total intra-regional trade is at only 4.5% of the total trade done by South Asia, in comparison to more than 60% in the EU and 23% in ASEAN.⁸

SARI/Energy Program:

USAID’s South Asia Initiative for Energy (SARI/Energy) is an eight country program that promotes regional energy security. Begun in 2000, the SARI/Energy program focuses on regional approaches to meet South Asia’s energy security needs by increasing access to clean energy through trade and investment. SARI/Energy countries include: Afghanistan, Pakistan, India, Nepal, Bhutan, Bangladesh, Sri Lanka and the Maldives.

Working in close partnership with USAID’s bilateral energy programs in South Asia, SARI/Energy has sought accomplishments that would lay the foundation for increased clean energy access, and improved market structures to facilitate regional energy trade and investment. Key results to date include:

1. Improving policy, legal and regulatory framework for cross-border energy trade:
 - SARI/Energy has supported the drafting of policies and national legislation, regulatory strengthening, and assistance to utilities in implementing laws that will facilitate good governance and rational structures for investment and the opening of cross-border energy trade in India, Sri Lanka, Bangladesh and Nepal.
2. Opening regional energy trade:
 - SARI/Energy has identified, assessed, or promoted four of the five cross-border energy trades and investments currently under negotiation between India and neighboring countries. SARI/Energy is supporting the bilateral energy program in Afghanistan to encourage power imports from Central Asia to Afghanistan, and longer-term transit of energy through to South Asia.
3. Spreading of best practices to promote environmentally sound and sustainable energy management and development:
 - This work has included a host of successes and results, including the establishment of energy efficiency standards in several countries; a Sustainable Guarantee Fund in Sri Lanka; a Rural Energy Training Network (RETN) between India, Nepal, Bangladesh and Sri Lanka; and capacity building in Sri Lanka and the Maldives in hybridized approaches to renewable energy development.
4. Advocacy and outreach of best practices for clean energy access and cross-border trade & cooperation:

⁷ CUTS International Centre for International Trade, Economics & Environment. “What Makes Regional Integration Work? Lessons for South Asia.” Briefing Paper. March 2005.

http://www.cuts-citee.org/PDF/3-2005_What_Makes_Regional_Integration.pdf

⁸ As noted by CUTS International, the figure for intra-regional trade is close to 10% when considering informal trade.

- The activities of the South Asia Regional Energy Coalition (SAREC), which is composed of regional business leaders and association executives. Focused media training which has resulted in improved energy reporting and coverage with over 285 articles on regional energy cooperation and development in the past year.

These results and others listed on the SARI/Energy website (www.sari-energy.org) have been accomplished through a combination of technical assistance, training, peer exchanges and grants. Key to this was the activities of the SARI/Energy implementing partners, whose activities are listed in Attachment 7. Coordination with the USAID bilateral energy/infrastructure or economic growth programs in the region has been critical to the success of the program. There is a continuing need to maintain this approach.

To facilitate the efficacy of the program, a SARI/E Advisory Board was established. The Advisory Board is composed of South Asian Mission Directors, the RDM/A Director, the USAID/Washington Asia Near East Bureau, Technical Support (ANE/TS) Office Director, and the South Asia Office Director. The chair of the Advisory Board is the India Mission Director and supervisor of the designated cognizant technical officer (CTO) for the resulting contract. The CTO is based in India, with a USAID Country Coordinator based in each of the USAID presence countries in South Asia.

II. Objectives and Indicators

The fundamental objective of this program is to improve energy security in South Asia. The principle means of doing so are to provide assistance in the spread of models, technologies and information on sustainable and clean uses of energy, and improving market structures enabling investment in and trade of clean energy.

Strategic Objective

The stated Strategic Objective of the South Asia Regional Initiative in Energy (SARI/Energy) program is to “Promote Energy Security in South Asia.”

Intermediate Results

The SARI/E focus on energy security will be pursued through two targeted Intermediate Results areas. The first IR is “Increased Access to Diversified Clean Energy Supply”. The second IR is “Harmonize Markets to Enable Regional Energy Trade”.

III. Statement of Work

Under the South Asia Regional Initiative for Energy, USAID will contract with a vendor to manage and coordinate the provision of expert technical assistance, training, and subgrants to initiate and complete a set of selected activities. The Contractor shall facilitate and leverage USAID funds through public-private partnerships. The Contractor shall be responsible for providing all necessary personnel, materials, and other facilities required to complete each of the tasks and deliverables outlined below, and thereby contribute to the achievement of target project outcomes in a timely manner.

The following categories and listing of illustrative tasks and deliverables provide a summarized description of the responsibilities that the Contractor could undertake and complete over the life of the contract. The details contained in each summary description, related to how the Contractor is to achieve the stated target objectives and results, vary depending upon the level of definition that USAID has been able to develop at the time of issuance this scope of work. In most cases the Contractor will be expected to propose what may be innovative or new processes to accomplish the desired results. Therefore, Contractors are invited to be creative in developing proposed operational modalities and implementation plans so as to allow for innovative partnering or sub-contracting with uniquely qualified sources whenever a particular task requires a set of skills or experiences that are not readily available from more conventional sources. As noted in Section M. evaluation criteria, creativity and innovation will be materially and may be favorably considered (credited) during the proposal review and evaluation process.

The scope of the Institutional Contractor will comprise the following tasks. Each is expected to be structured to promote and increase energy security in the South Asia region. Overall objectives are defined below; specific annual objectives will be defined in the annual work plan

Task 1: Increase Access to Diversified Clean Energy Supply

Task 2: Increased Investment and Trade in Diversified, Clean Energy through opening of Market Structures

Task 3: Overall Support Tasks

All of the activities undertaken by the Contractor will be regional in nature; this program and contract will only allow country-specific activities that specifically meet regional objectives. All in-country activities require close coordination with, and seek concurrence from, bilateral USAID Missions.

Each task is described below, with anticipated activities and deliverables. The subtasks and activities spelled out are not comprehensive and the program will largely be administered by technical direction letters (TDLs) from the CTO. Each task may involve technical assistance; training (workshops, seminars); advocacy and outreach; technical analysis and support; grants administration; public-private partnerships; and partnerships between institutions in two or more countries and other related activities as defined annually. Deliverables shall be on an as-needed basis to include reports, analysis, training and other activities and materials as requested by USAID.

TASK 1: ACCESS TO DIVERSIFIED, CLEAN ENERGY SUPPLY IN SOUTH ASIA

The fundamental energy security problem faced by South Asia is lack of access to sufficient energy supplies. There are a number of underlying causalities that add up to the lack of access, as outlined in the introduction. This program seeks to achieve two overall results: increased access to sustainable energy and increased trade and investment in sustainable energy. In order to achieve these results, past successful practices have focused on a two-pronged approach that: spreads models and facilitates projects that create greater sustainable clean energy access; and leverages balanced and secure clean energy access through trade and investment. This task is focused on the first of the two activities.

The objective of this task area will be on increasing sustainable access to clean energy supply. Increasing access can occur through improved use of *existing* resources, or development of *new* energy resources. There are a number of subcategories, technologies, and systems/user classes that may be defined by the Contractor, working with the CTO, over the life of the contract.

Though innovative approaches are highly encouraged, it is anticipated that two basic categories of outcome will be pursued in order to improve cross-border or regional energy security:

1. Spread of models, policies and protocols for improving clean energy access
2. Implementation of projects that improve existing or provide new access

There is a significant amount of expertise and experience resident within the region in this field. SARI/Energy has formed a Rural Energy Access Network that seeks to capture and spread those lessons. The contractor will continue such activities with a refinement of scope toward the above stated objectives, and an expansion of membership to include additional expert resources as appropriate and in consultation with and the approval of USAID. These resources can be of critical import in spreading models, and will serve as a resource for countries and sectors in which expertise is lacking. In addition to working with existing models and resources of the region, the Contractor will identify new and appropriate models to apply to the situation(s) in South Asia and shall be responsible for development of criteria for identifying successful models.

Over the life of this activity, the program may include cross-border or regional (1) areas with underserved electricity needs or areas with a high benefit to cost ratio that would serve as sound examples of implementing best practices; 2) areas that can demonstrate the potential of sustainable oil import displacement models for wider replication in the region, 3) both grid-connected and distributed modalities for electricity. Community-level, industrial sector, and transportation sector clean energy access models will be considered to the extent that they lead toward energy security at the regional

and cross-border level. Of particular emphasis will be productive energy uses for vulnerable communities and jobs creation. Programs to increase reliance on domestic, clean and low or no-carbon renewable energy resources are a USAID priority. The program will seek to prove models as appropriate for a specific region, and simultaneously set up the institutional structure to promulgate the model further. Thus pilot projects, monitoring and oversight will be critical components of the work.

During the first year of the contract (USG FY2007), the Contractor shall launch a targeted initiative to accomplish the objectives and results of this task area. The initiative will demonstrate an integration of the activities of this contract and the overall program (including other implementing partners) to accomplish the targeted results and deliverables. Integration will include task 3 areas such as grants, private sector and partnership activities to accomplish the results and deliverables for this task area. The contractor will conduct a needs assessment, action plan, and annual implementation plan, and creating a strategic framework for a multi-year approach to accomplishing the objectives of this task area in close consultation with and the approval of USAID. The action plan approach should clearly demonstrate how the integrated activities of this program (including other implementing partners) will result in accomplishment of the deliverables indicated below and the SO and IR level indicators in Attachment 8.

This work will include analysis of clean energy sources or energy efficiency options as necessary to improve energy supply and enable increased energy access. Policy, legal, regulatory and institutional reform work may also be required to facilitate access in the range of clean energy markets that are prioritized for development. From local to national levels, training and institutional support may be required. Public-private partnerships should be a major focus of this effort, with a strong emphasis on leveraging non-USAID funding and other resources.

The Contractor shall take cognizance to ensure that initiatives taken by other donor agencies at a national or regional level or initiatives undertaken by host country governments are leveraged or complimented by this program as relevant to the program's objectives. The USAID SARI/Energy program works collaboratively with organizations throughout the region to accomplish goals and objectives in energy security which are mutually beneficial.

A small grants component of this activity, described in task area 3, will be activated whereby the contractor would be responsible for preparing, awarding and administering grants between two or more countries that would facilitate sharing experiences between countries and supporting pilot projects.

A public-private partnership initiative (PPPI), also described in task area 3, will be managed by the contractor and will be activated in this area to seek business sector linkages, leveraging of funds, and ultimately to facilitate projects on the ground. These pilot projects shall be created through (a) public-private partnerships that use innovative financial mechanisms to leverage private funds outside of USAID, such as the USAID Global Development Alliance (GDA, see USAID website), Development Credit Authority (DCA, see USAID website; it is anticipated that a DCA mechanism will exist in one or more SARI presence countries and that this mechanism could be utilized to support this task) or other mechanisms, or (b) conducted by the contractor.

Required Activities:

1. Identifying and promulgating at least three models per year for improving access to diversified, clean energy throughout South Asia.

At a minimum, these models will demonstrate means to increase access to clean energy supply either at a consumer level (e.g. number of people, commercial establishment, industries, etc) or in energy (e.g. Mw, kWh, output/kWh, etc) supplied or saved. Models can be applied at a regional, national or local level; however, for the latter two the model must demonstrate regional potential by being taken from one-country and applied in another. The model may utilize any clean technology that either provides or saves clean energy, increasing the overall resource that is accessible.

Models may include technical models (e.g. adapting/improving technologies or technological practices), social models (e.g. spreading technologies), financial models (e.g. that enable a project to start), commercial models (e.g. that enable successful businesses), management models (e.g. running a better system), consumer models (e.g.

efficiency), and policy models (e.g. regulation, pricing/tariffs, etc), or other models that the contractor can demonstrate will provide value to regional energy security through access to clean energy. However the contractor should demonstrate that they will focus on 2 – 3 types of models that they feel will have the greatest impact on the amount of clean energy access accomplished regionally, allowing for focus of the contractor’s efforts on those areas with the greatest potential. The contractor should describe and justify their selection and is expected to apply creative approaches to meet the energy security needs of the region. Regional means at least two countries, though it is preferred to involve as many countries of the region in each activity as is reasonable and practicable.

Promulgation of a model means that a model is either:

- i. A new model that is tested by the program or through the program’s activities in one country, and then accepted by one or more institutions in another country for application on projects, by utilities or other entities operating in the energy sector, and/or applied in independent training programs.
- ii. A well-proven model in one or more countries that is adapted to a new scenario in a new country, providing regional “scale-up,” and then accepted by one or more institutions in the recipient country for application on projects, by utilities or other entities operating in the energy sector, and/or applied in independent training programs.

The contractor may define other models or modes of promulgating models provided they meet the requirement of increasing access to clean energy, and are approved by USAID.

2. Implementing two or more pilot projects that create energy access, with the expectation of escalation of this number and/or replication of these pilot projects in each successive year of the contract as defined in the annual work plan. At a minimum, these projects will directly result in tangible increases of the number of people or entities (commercial, industrial or institutional) with access to energy, or the amount of energy available for consumption. Projects will demonstrate direct increases in access to clean energy supply either at a consumer level (e.g. number of people, commercial establishment, industries, etc) or in energy (e.g. Mw, kWh, output/kWh, etc) supplied or saved. Projects should be of a scale or of a type that are clearly linked to improving energy security in South Asia; therefore they should address a critical sector or sub-sector, a critical technology, fuel or fuel diversification or reduction. The contractor will be responsible for demonstrating this linkage to USAID for their approval, and the contractor is encouraged to take innovative approaches to meeting energy security needs through this subtask area.

Projects can be at a regional, national, or local level; however, for the latter two the project must demonstrate regional potential and should involve regional stakeholders. Projects may demonstrate the application of clean energy access models developed by this program, or others. Projects must demonstrate sustainability, regional applicability, and the potential for scale-up. Projects are preferred which demonstrate or leverage innovative and replicable financing mechanisms; it is not required that the contractor directly finance the projects. If the contractor is not providing direct financing, the contractor must at a minimum demonstrate responsibility for playing a leading role in providing technical support or technical/financial facilitation for the matching of models, opportunities, financial mechanisms, investors, developers and communities that directly result in the development of the project.

Projects that do not actually involve the transfer of resources across borders will demonstrate regional potential by involving investors or technologies originating from one country and conducting the project in a second country. Projects may also demonstrate regional potential by having adapted concepts, technologies or models from one country that are applied to a second. Projects may utilize technologies within any energy sub-sector that either provide clean energy or save energy, thereby increasing the overall resource that is tangibly accessed.

The contractor may define other projects or project types provided they meet the requirement of increasing access to clean energy, and are approved by USAID.

Illustrative activities include:

1. Analyzing the key elements of successful models of increasing access to diversified, clean and modern energy services in South Asia, in both the power and transportation sectors, presented as a compilation in tabular form,

and useable as a check list and guide for creating and promulgating models for new communities with different social conditions.

2. Training stakeholders on the options and models for increasing diversified, clean energy access.
3. Strengthening and continuing to expand the SARI/E network of institutions that can provide training for communities wishing to replicate successful models
4. Preparing, awarding and administering small grants between two or more countries for sharing experiences and supporting pilot projects.
5. Strengthening and continuing to expand the SARI/E network of business partners, primarily through the grants program, support of SAREC or other appropriate forum, to facilitate PPPs and projects
6. Advocacy through grants and the PPPI for appropriate legislative, institutional and regulatory reform

TASK 2: INCREASED INVESTMENT AND TRADE IN DIVERSIFIED, CLEAN ENERGY THROUGH OPENING OF MARKET STRUCTURES

This task is focused on the second of the two activity approaches to addressing energy security: the first being to work on spreading models and facilitating projects that would create greater sustainable clean energy access; and this, the second task, to leverage balanced and secure clean energy access through trade and investment.

Principles behind the development of an improved market place for clean and sustainable energy include:

- Expansion of each country's diversified, clean energy supply resource portfolio
- Optimum efficient utilization of diversified, clean resources
- Improved system reliability
- Increased joint venture potential
- Better risk management
- Transparent prices
- Linkages to employment creation opportunities from small to large-scale applications
- Reduction in the total investment required due to peak load complementarities
- Reduced reserve capacity needs
- Sharing of global best practices
- Development of regionally-utilized energy resources through investment in cross border infrastructure to ensure maximal energy project efficiency and profitability

Increasing inter-regional energy trade will help close the supply vs. demand gap, reduce short-term supply risks, and increase supply and price stability. Functioning energy markets provide the affordability, flexibility, access, and cross-border economic linkages that define energy security and foster regional stability. Properly structured markets would facilitate an improved investment climate and help harness indigenous resources. Without market structures that allow a significant increase in the flow and levels of investment, clean energy access and energy security in South Asia will remain unattainable. Compounding this, the multiple energy security advantages of cross-border trade remain institutionally constrained by the same factors.

In order to meet the objectives of this program and to facilitate the flow of investment to the energy sector several concurrent streams of activity will be undertaken by the contractor, including:

- Bringing together prospective project developers, investors, financiers, policy makers, regulators and other relevant parties from all countries of the region to discuss specific energy trade and investment opportunities;
- Working with governments of the region on the harmonization of codes, standards, laws, policies in order to facilitate trade and investment; and
- Weaving through both of these activities the concepts and principles of transparent, effective market structures that would enable investment and trade.

The SARI/Energy program has launched a Regional Energy Markets Initiative (REMI) to begin these activities. In FY07 and beyond, the Contractor shall build upon the first year of efforts with the REMI. SARI/Energy implementing partner USEA is providing a significant amount of the deliverables for this activity including peer exchanges, workshops and for

a; the contractor should take these activities into consideration and demonstrate their capabilities to work in an integrated manner to support these activities both logistically and with technical inputs. The Contractor shall provide technical assistance and training, and facilitate regional policy dialogue on improving the regional energy marketplace. These markets may also be linked to global markets. The contractor will be responsible for evaluating the progress of this work to date and, in consultation with USAID, improving and continuing the activities of REMI, which may include:

- Trade and Investment Forum and Conferences to bring together buyers and sellers from within and outside of the region
- Peer exchanges to examine cross-border marketplace, trade and investment approaches
- Focused regional workshops to create solutions for harmonizing practices across borders
- Select technical analysis and support to facilitate cross-border trade, investment and harmonization.
- The contractor will seek to increase investment and trade opportunities across-borders within South Asia, and with strategic trading regions such as Central Asia and possibly other with the approval of USAID.

A small grants component of this activity, further described in task 3 below, will be activated whereby the contractor would be responsible for preparing, awarding and administering grants between two or more countries that would facilitate the objectives of this task area.

Market reforms and the opening of legal, regulatory and institutional structures are generally vastly accelerated if they occur in reaction to an actual investment that is taking place. Such investments and trades that leverage investment will therefore be actively sought through this contract mechanism. The contractor will be responsible for reaching out to the relevant public and private sector stakeholders at the mid- and senior most levels to solicit their inputs, buy-in and participation, this will occur through support to SAREC and/or other forum under the PPPI task 3 described below. The contractor will be responsible for coordination with donors and the private sector for leveraging outside sources of funding and creating mechanisms for financial risk management of projects.

Required deliverables and anticipated results include, but will not be limited to:

1. Two or more energy market trades or investments initiated per year of this partnership, with the expectation of escalation of the number of partnerships that are added each year as defined each year in the annual work plan. The types of activities to be measured as deliverable include any legally binding agreement between two entities, this may include public-private partnerships, joint ventures, USAID mechanisms such as GDA or DCA, or other mechanisms such as those involving other donor agencies or multi-lateral banks. Such mechanisms will leverage outside sources of funding for energy market developments, trades or investments.

For each deliverable the contractor must at a minimum demonstrate responsibility for playing the leading role in providing technical support and in technical and financial facilitation that matches the opportunities, financial mechanisms, investors, developers and other entities directly resulting in the development of the project. The contractor will not be responsible for actually insuring that the goods or services are delivered. However, for each trade or investment initiated delivered the contractor will be responsible for developing (in consultation and with the approval of USAID and the relevant parties) an assistance package that indicates a precise strategy that will result in a successful project, using best business practices for that scenario.

With specific prior CTO approval, the contractor may work to define other types of agreements or indicators of trade or investment, provided they meet the requirement of increasing the amount of cross-border trade or investment within South Asia.

2. One or more codes, standards, regulations or policies harmonized and implemented between countries. The code, standard, regulation or policy must be one that is based-on and facilitative of transparent and effective market structures that facilitate investment or trade in South Asia. Harmonized means that the practice is the same or sufficiently similar between two or more countries as to allow ease of the transfer of assets or investments between the two. Implemented means that the practice has been put into effect by each host country government and is in fact being applied or followed by the relevant entities in both countries.

Illustrative activities include:

Policy Forum to address legal, regulatory and institutional reforms. Goal is to improve investment climate at both national and regional levels. This will include laws, regulations and institutions for internal reforms, as well as harmonization for regional trade and cooperation.

1. Analysis of needs, training and advocacy for legislative, institutional and regulatory reform toward the objectives of this tasks area
2. Development and implementation of harmonized regulatory practices that facilitate the development of clean energy markets and cross-border energy trade and investment in the region
3. Technical assistance for power and transport fuel sector reforms, in order to create an enabling environment for local and cross-border trade and investment
4. Advocacy on the advantages of market structures, working with the private sector through the PPI, SAREC and other forum

System Planning: address national and regional planning and coordination for power systems, energy balance, and development and operation of national and regional grids. In medium to long term this could include grid code and transmission system planning, and structure and design of national and regional ISO/TSOs.

1. Technical assistance towards and a feasibility study of electricity interconnections among South Asian countries, including an undersea cable between Sri Lanka and India to trade renewable and conventional power from large-scale projects on either side of the border.
2. Technical assistance towards and/or a feasibility study of creation and adoption of a Regional Energy Sector Master Plan, including conventional and renewable (including hydro) sources, with the intent to strategically maximize the entry of renewable resources into regional markets

Market Design and Internal Reforms: provide TAs for national and regional market design based on international best practices, and well defined criteria, such as national policies and goals, technical constraints and options, and competitiveness.

1. Analysis of and training on the structure, merits and drawbacks of different clean energy market models for domestic and cross-border trade applications that are being exercised around the world.
2. Technical assistance and possible training on mechanisms to enable public-private partnerships
3. Support activities to the SARI/Energy Regional Energy Markets Initiative
4. Development of market-place structures such as power exchanges or power pools

Cross-Border Trade Facilitation: provide TA support for specific projects, policies, and institutions; like trade opportunities between India-Sri Lanka, India-Nepal, and Afghanistan-Central Asia (Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, and Uzbekistan).

1. Technical analyses, such as pre-feasibility and/or feasibility studies, in support of selected cross-border trade projects
2. Training, workshops and partnerships to facilitate the understanding of how to negotiate the complicated commercial, legal and regulatory structures throughout the countries of the region
3. Harmonize regulations, codes and standards
4. Technical reviews of legal and financial arrangements to facilitate selected projects (e.g., review of energy purchase or sales agreements; identification of financial instruments and models to support a project)
5. Technical support for negotiations between parties upon request of the parties and approval from USAID.
6. Preparation, award and administration of small grants between two or more countries
7. Facilitation of energy investment and trade.
 - a. Designing and facilitation of the adoption by the concerned entities of project documents that reflect sustainable business practices and should result in successful projects.
 - b. Leverage non-program funding and demonstrate a replicable financing mechanism e.g. it is not required that the contractor directly finance the projects, in fact it is preferred that the projects be of a significant size and scale so as to make a measurable impact on a localities' energy security or energy access. Nor is the contractor to be held responsible for the actual transfer taking place after the initial agreements are reached.

- c. Projects involving investments would include for example investors from one country financing a project in another, or similar activities. Projects involving transfer of services may involve financial, technical or other substantial involvement in one country in facilitating the project that takes place in another country. Projects involving trade, or the transfer of assets, may involve equipment purchases from one country for installation in another, or linkages that are constructed which transfer electricity or fuels which provide a cleaner alternative for energy resources.

TASK 3: OVERALL PROGRAM SUPPORT

The activities undertaken in task 3 will run be in support of or inform the above two technical task areas.

Subtask 3.1: Energy Security Technical Analysis

The Contractor shall conduct ongoing technical analyses of the barriers, progress and developments in energy security in South Asia. Contractors must draw on reporting previously done by SARI/E as well as up-to-date, commercial and international publications, information and databases on energy (i.e. by subscribing to, monitoring, accessing, and analyzing information available through such sources). The Contractor shall submit these analyses in the form of a report on a quarterly basis. The Contractor shall also conduct analyses on an as-needed, topic-specific basis as requested by USAID. (Note: In the proposal, Contractor shall submit a sample report (of no more than 5 pages), and a list of sources used to support the analysis. Section L.)

Required deliverables and anticipated results include, but will not be limited to:

1. A quarterly “Regional Energy Security Status” report that details the regional energy security health and progress made since the previous quarter. The report will be focused on a financial, commercial, and legal assessment of the region’s ability to meet its energy security needs and will cover each of the aspects deemed to be a part of energy security. For example, each report will include a quarterly analysis of the investment climate of each of the countries of South Asia, drawing primarily on pre-existing commercial data and analyses. The contractor shall have access to leading commercially and publicly available financial and energy databases, and have an analyst on staff with the required expertise to provide this analysis and other associated support as needed. The report should provide overviews of the latest trends within the energy industry within South Asia, with FDI and other finance sector indicators within South Asia, and with global trends in both the energy industry and financial flows that would impact energy security in South Asia.
2. Selected technical analyses as specified by USAID.

Subtask 3.2: SARI/Energy Small Grants

The Contractor shall manage a small grants program; grant activities will cover both technical areas described in tasks 1 and 2 above. The grants will leverage additional in-region capabilities to accomplish the specific deliverables of this contract and the results and indicators of the program overall. The purpose of the grants program will be to leverage the significant amount of regional expertise available in both technical areas, and to foster a growth of the linkages between countries in those areas of expertise. The grants will be additionally utilized as a strategic tool to leverage results and sustainability within the two technical task areas. Each round of grant activities should demonstrate clear and direct linkages to other program work, and leverage the overall results. These grants should build upon and be informed by the lessons of the previous grant activity which is coming to an end in FY06. All grants will be awarded in accordance with ADS 302.5.6.

Grants management includes:

- Due diligence for proposed projects;
- Analytical support regarding environmental impact, long-term cost, expected development impact, and plans for sustainability;
- Administrative support in the disbursement of, and accounting for, funds;
- Documentation, in writing and pictorially, the progress made on the project;

- Upon completion of the project, documentation, in writing and pictorially, the development impact (immediate or expected) of the project, any difficulties encountered along the way and measures taken to rectify, and the project's prospects for sustainability; and
- Capacity building and advisory services relevant to the above mentioned subject areas.

Grants shall be awarded on a competitive basis to organizations in South Asia in order to implement activities which leverage results and accomplish the objectives of the SARI/Energy Program across task areas 1 & 2 defined above as applicable. Activities supported by the grants shall be woven in along a strategic timeline with other projects and activities undertaken by all SARI/Energy implementing partners. The USAID CTO or designee will serve on the evaluation team for each grant application.

The size of the grants program will be developed by the contractor in consultation with and with the approval of USAID. However it is anticipated that the grants component will not be greater than 10% of the total budget in any given year.

Required deliverables / anticipated results include, but will not be limited to:

1. Successful administration of grants designed to accomplish the results and program targets, at a quantity determined each year in the annual work plan.

Subtask 3.3: SARI/Energy Partnerships

The contractor shall manage activities that achieve the following:

1. Development and sustainable operation of a regional forum for understanding and representation of private sector view points on energy security
2. Leverage of private sector resources that enable project development
3. Creation of public private or private-private partnerships
4. Leverage the public sector, donors and multi-lateral bank support to reduce the risks of finance for energy sector projects in South Asia

The contractor will be responsible for support and coordination of the activities of the South Asia Regional Energy Coalition (SAREC), an entity created under a U.S. Chamber of Commerce cooperative agreement that is concluding in FY06. Engagement of the U.S. private sector entities in various sub-sectors of energy including project development and investors will be a critical component of this activity. The contractor will provide support and assistance to SAREC for expansion of US members, and membership within the region, while refining the scope toward the objectives of this program. Contractor should demonstrate their capabilities to bring in both regional and U.S. energy sector companies and relevant investors and financial sector entities in their response.

The Public private partnership or other partnership should have as their objective either (1) projects or models which demonstrate of clean energy supply or increased clean energy access; or (2) the direct investment in or trade of clean energy between two or more countries. The contractor should take in to consideration the potential need to modify PPP models from other countries or regions to the South Asian context. Other partnerships may include private sector entities from two or more countries involved in a formal, legally binding relationship that will ultimately result in direct investment or trade in clean energy between two or more countries. Other partnerships may also include partnerships between governments that will result in or significantly facilitate the creation of investment and trade between the countries in question. Other partnerships may also include those between donor agencies or financial institutions that result in the creation of mechanisms that would directly and measurably create or facilitate investment or trade between two or more countries in South Asia. Partnerships will be launched that include the application of USAID mechanisms such as the application of GDA or DCA to tangible clean energy investments in a country that involve or are replicable between two or more countries, or trades between two or more countries. Importantly, this activity includes working with donors and multilateral banks on creating mutual or collaborative mechanisms to reduce project finance risks and to work together jointly to make project finance mechanisms available to facilitate trade and investment in the region.

Required deliverables and anticipated results include, but will not be limited to:

1. Facilitation of private sector participation with SARI/Energy, including support of SAREC, to meet the objectives of this program. This includes facilitation and direct support of the existing SAREC members on their mission, activities, and sustainability toward the objectives of the SARI/Energy program.
2. Facilitation of participation with public, private, and international communities for the creation of financial or other mechanisms that would enable the activities and deliverables of tasks 1 and 2.

Subtask 3.4: SARI/Energy Outreach

Promotional outreach and marketing materials and strategies, and select media releases may be required of the contractor. This will include a periodically updated program brochure and related materials, a monthly updated country-by-country one-page activity summary. All materials may cover the full range of SARI/Energy activities, including those of other implementing partners.

The SARI/Energy website (www.sari-energy.org) will be transferred to the contractor, who shall manage the website and develop a long-term plan for optimal management of the website, including monitoring its usage. All project technical documents, upcoming events and reports will be posted to the website.

The SARI/Energy Resource Center contains resources (manuals, reports, etc) from the program over the years. The Contractor shall be responsible for maintaining the Resource Center.

Required deliverables / anticipated results include, but will not be limited to:

1. Ongoing support, maintenance and updating of the SARI/E website, including integration of other SARI/E implementing partner activities and reports.
2. Maintenance of SARI/E Resource Center.
3. Program brochures and monthly country-updates
4. Select materials or outreach/media strategies as requested by USAID

Subtask 3.5: Stakeholder Consultations and Logistical support

To support the objectives of SARI/E, the contractor shall arrange meetings with stakeholders in the region to discuss energy security matters and other related energy topics. In particular, the Contractor shall provide administrative and logistics support for three annual meetings (or two, logistics permitting) that may take place in South Asia or Washington DC:

- Annual Stakeholders Meeting: This meeting will review SARI/Energy's program progress and involve participation from USAID staff and regional stakeholders. The contractor should budget for logistics and secretarial support for approximately 50-100 participants per annual meeting. In addition, the contractor shall fund the travel and per diem costs of approximately 20 regional stakeholders who USAID will invite to participate in these annual meetings. The contractor may assume that all of the annual stakeholder meetings will be in one of the cities in the region. The exact location will be notified by the Cognizant Technical Officer (CTO) one month prior to the date of the annual meeting.
- Implementing Partners Meeting: This meeting will focus on program progress review and planning (including development and coordination of the integrated work plan), and will occur in conjunction with the Annual Board Members Meeting
- Annual Board Members Meeting: Participants will include board members, implementing partners, and some regional champions. The meeting will take place in conjunction with a regional South Asia (or Asia) USAID Mission Directors meeting, should such an event occur; if not, the meeting will take place in Washington, D.C. in conjunction with a global Mission Directors meeting; lastly, if neither of these should occur, the Annual Board Members and Implementing Partners meeting will take place in one of the cities in the region. For purposes of the proposal, the Contractor may assume that the Annual Board Members meeting will occur in Washington, D.C.

USAID may require the contractor to set up one-on-one or focus group meetings with selected officials and stakeholders in the region or in the U.S. on policy issues related to energy cooperation. The contractor should budget for developing the background material for such meetings and provide logistics support such as meeting space, audio-visual presentational materials support, meals and breaks.

The contractor may be responsible for coordination within the donor community to leverage mutual opportunities in the energy sector of South Asia. The contractor will actively reach out to the donor community to involve them in ongoing SARI/Energy activities as relevant. The contractor will be responsible for one-on-one formal meetings with individual regional stakeholders in the public and private sector. The USAID SARI/Energy team will frequently engage in such meetings with the contractor.

Required deliverables and anticipated results include, but will not be limited to:

1. Annual SARI/Energy Stakeholders meeting.
2. Annual Board Members and Implementing Partners Meeting.
3. Stakeholder consultation meetings on selected energy topics as specified by USAID.
4. Headquarters office in New Delhi and field offices in key countries as specified by USAID.
5. Monitoring of activities, conferences, fora, or other events or organizational meetings relevant to the activities and objectives of SARI/Energy. Coordination with such activities for potential participation and contribution as determined appropriate.

IV. Program Management

The Contractor shall mobilize to establish its main office in New Delhi, India, staffed with management and support personnel; while headquarters will be based in New Delhi, the Contractor may also have field offices in key countries as necessary and cost effective. In particular, presence of at least one dedicated expatriate staff in Afghanistan may be required. The program management functions and responsibilities include establishing project management controls; budget and cost reporting; liaison with USAID, government agencies, other donors and other contractors; administrative support to contract staff; securing approvals; reporting; personnel management; and performance monitoring. Additional specific responsibilities are implementation planning, subproject development and assessment, and environmental compliance with USAID Environmental Regulations (22 CFR Part 216), especially with regards to pilot projects and other projects supported and facilitated under this Contract.

Implementation Plan

The Contractor shall develop a detailed implementation plan including a schedule (timeline) that will ensure, to the maximum extent possible, the necessary performance and input from all parties to complete the overall program on time and within budget. It will include major milestones (such as energy trades having taken place and sustainable transference of energy models, not something like development of the website) tied to the timeline. Section E.3 provides a fuller description of the elements and process of producing this key document for USAID approval.

Performance Indicators

Direct indicators are in development and are included in Attachment 8. Indicators include the areas of projects, policies and models for clean energy supply and access; and for clean energy market development that facilitates cross-border investment and trade. Indirect indicators, to which the program does not directly contribute but which indicate the overall progress of the region toward energy security, will also be tracked. Contractor should provide estimates of the targets against those indicators which they feel they can reach. On a quarterly and annual basis the contractor will report their progress against targets set for each indicator.

The Contractor shall work with USAID to develop indicators and perform baseline analyses for each of these indicators. When possible, the Contractor shall use data from the past SARI/E program as baseline data. The Contractor shall track progress against performance indicators and report progress on a semi-annual basis. Targets will be developed by the USAID SARI/E CTO in coordination with the Contractor.

The contractor must be cognizant of the fact that USAID energy programs are annually required to report attributions to signature initiatives of the Administration, including the following:

- *Clean Energy Initiative* (primarily emphasis on renewable energy resources);

- *Climate Change Initiative* (primary emphasis on mitigating carbon emissions in the energy sector [including transportation] and adaptation to climate change); and
- *Methane to Markets Partnership* (primarily emphasis on getting under-utilized methane resources to market, e.g. landfill gas in India).

Not required for annual reporting purposes, but other signature programs of the Government that may have reporting requirements in the future, include the following:

- *International Partnership for the Hydrogen Economy (IPHE)* (primary emphasis on international cooperation in accelerating the transition to a global hydrogen economy, with hydrogen as a key energy carrier of more diversified, clean and sustainable primary energy resources to a wider range of energy markets). India is currently the only South Asia member country of IPHE; and
- *Asia Pacific Partnership for Clean Development and Climate (APP-CDC)* (primary emphasis on voluntary approaches to reductions in carbon emissions, especially in India and China in the developing world). India is the only South Asia country currently targeted by APP-CDC.

Reporting

The contractor will submit regular reporting of the progress of their activities. This reporting cycle will begin 30 days after award and include monthly reports, quarterly reports and annual reports. The contractor will develop a work plan each year, 30 days prior to the beginning of the new fiscal year. The work plan will delineate clearly the specific tasks the contractor will engage in to accomplish the deliverables, results, and indicator targets. The contractor will need to demonstrate creativity and flexibility in their approach to setting annual work plan tasks in response to the dynamic South Asian political and economic environment surrounding the issues of regional energy security. A project closeout report will be due within 30 days of completion of this activity.

V. Gender Statement

The Contractor shall undertake a gender analysis as described in Attachment 6.

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor. Also see Section H.13.

D.2 MARKING REQUIREMENTS FOR ACQUISITION AWARDS

This branding web page provides guidance for all USAID funded acquisition awards. It contains an electronic version of the [Graphic Standards Manual](#) for the United States Agency for International Development (USAID). This manual is compulsory for all Agency employees and contractors producing communications and program materials funded by USAID. Print copies of the manual were distributed to Agency bureaus and missions. Contractors should [download a copy](#) from this site click link

<http://www.usaid.gov/branding/acquisition.html>.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.246-5 | INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR 1984 |

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/India, American Embassy, Shanti Path, Chanakya Puri, New Delhi-110 021 INDIA

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 AWARD FEE EVALUATION PLAN**1) EVALUATION CRITERIA**

This contract envisages providing incentives to contractor for delivery of quality technical assistance, training, grants, coordination and other activities undertaken to meet program objectives. The performance for the purpose of estimating incentives will be based on the criteria provided in the table.

The evaluation criteria used in making award fee decisions under the proposed contract are divided into four major parts: technical management, program impact, financial impact, and use of local/subcontracted expertise. The evaluation criteria are provided in the table below. The targets for individual parameters will be determined on an annual basis in consultation with the contractor, through the annual planning process under the contract. Each annual plan will define the results and benchmarks to be achieved over each year, to correspond to the planned timing of award fee decisions.

EVALUATION CRITERIA AND WEIGHTING OF PERFORMANCE AREAS

The evaluation criteria and weighting of performance areas are defined as follows:

| SN | Performance Parameters | Weight | PEB Score |
|--|--|--------|-----------|
| Management – 20% | | | |
| 1. | Reports & Analyses Presentation Document format, data quality, accuracy & readability | 34% | |
| 2. | Training, capacity building and advocacy Participation Adherence to targets set for the appropriate level and number of attendees Ease of logistics, including on-site, travel, and visa coordination Impact Participant feedback (up to 1 year later) on the difference, if any, the training made | 33% | |
| 3. | Relationship with implementing partners and regional stakeholders Feedback from key regional stakeholders and others Coordination with other donor agencies and governments | 33% | |
| Program Impact – 40% | | | |
| 1. | Total cross-border energy trade and investment facilitated by contractor against set target | 40% | |
| 2. | Total increase in access to clean energy in the region facilitated by contractor against set target | 30% | |
| 3. | Additional parameters included in work plan annually. | 30% | |
| Financial Impact: GDA & DCA – 40% | | | |
| 1. | Total funds leveraged through public – private GDA partnerships or through leveraged DCA mechanisms for cross – border trade and investment | 50% | |
| 2. | Total funds leveraged through public– private GDA partnerships or through leveraged DCA mechanisms committed for increasing access to modern energy | 50% | |

GRADING TABLE

| Adjective Grade | Description | Performance Points Range |
|-----------------|---|--------------------------|
| Superior | Superlative level of performance; achievement of distinguished results and effectiveness. No deficiencies. Example, displays ability to anticipate problems and effective remedies. | 96-100 |
| Excellent | Of exceptional merit; exemplary performance in a timely, efficient, and economical manner-very minor deficiencies-no negative effect on overall performance. | 86-95 |
| Good | Very effective performance; fully responsive to contract requirements; more than adequate results; reportable deficiencies, but with little identifiable effect on overall performance. | 76-85 |
| Fair | Effective performance; responsive to contract requirements; adequate results. Reportable deficiencies with identifiable, but not substantial effects on overall performance. | 66-75 |
| Poor | Meets or slightly exceeds minimum acceptable standards; useful levels of performance, but suggest remedial action. Reportable deficiencies which adversely affect overall performance. | 57-65 |
| Unsatisfactory* | Below minimum acceptable standards; poor performance; inadequate results; requires prompt remedial action. Significant deficiencies. | 56 and below |

*Any factor/sub-factor receiving a grade of unsatisfactory will be assigned zero performance points for purposes of calculating the award fee amount.

AWARD FEE CONVERSION CHART

The following quantifying device is for use in converting weighted performance points into percentages of available award fee:

| <u>Weighted Performance Points</u> | <u>% of Available Award Fee</u> |
|--|---------------------------------|
| 100 | 100.0% |
| 99 | 100.0 |
| 98 | 100.0 |
| 97 | 100.0 |
| 96 | 100.0 |
| 95 | 97.5 |
| 94 | 95.0 |
| 93 | 92.5 |
| 92 | 90.0 |
| 91 | 87.5 |
| 90 | 85.0 |
| 89 | 82.5 |
| 88 | 80.0 |
| 87 | 77.5 |
| 86 | 75.0 |
| 85 | 72.5 |

| | |
|--------------|------|
| 84 | 70.0 |
| 83 | 67.5 |
| 82 | 65.0 |
| 81 | 62.5 |
| 80 | 60.0 |
| 79 | 57.5 |
| 78 | 55.0 |
| 77 | 52.5 |
| 76 | 50.0 |
| 75 | 47.5 |
| 74 | 45.0 |
| 73 | 42.5 |
| 72 | 40.0 |
| 71 | 37.5 |
| 70 | 35.0 |
| 69 | 32.5 |
| 68 | 30.0 |
| 67 | 27.5 |
| 66 | 25.0 |
| 65 | 22.5 |
| 64 | 20.0 |
| 63 | 17.5 |
| 62 | 15.0 |
| 61 | 12.5 |
| 60 | 10.0 |
| 59 | 7.5 |
| 58 | 5.0 |
| 57 | 2.5 |
| 56 and below | 0.0 |

2) AWARD FEE EVALUATION PROCEDURES

PERFORMANCE REPORTS

The Contractor will be responsible for submitting, as part of its regular annual report, its self-assessment of progress (directly attributable to its activities implemented) toward achieving indicators and benchmarks as established in the Annual Work Plan, as agreed with USAID. The contractor shall make a presentation within 30 days after submission of its annual report to the PEB. The Contractor's quarterly reports will also form part of the record for award fee review. Monitoring reports prepared by the CTO, as well as written comments prepared by the CTO on the annual report and the self-assessment will also form part of the record for the award fee review. Using these materials, the Performance Evaluation Board (PEB) will prepare a report of the Contractor's achievement of progress. This report will be a foundation document for use by the Fee Determination Official in establishing how much incentive fee to award. The Contractor will have access to this report and be given the opportunity to comment on it before the fee determination decision is made.

PERFORMANCE EVALUATION BOARD

The Performance Evaluation Board (PEB) will be constituted under the direction of the Contracting Officer. The performance of program implementation by contractor will be evaluated by CTO and Performance Evaluation Board (PEB). The PEB will be composed of three individuals approved by Contracting Officer. Most likely this will include:

- The Cognizant Technical Officer, or other representative of the USAID/India Mission;
- USAID Mission in South Asia or USAID/Washington energy expert; and
- USAID Mission in South Asia or USAID/Washington representative

The PEB will make its annual report of findings and discuss them with the Fee Determination Official. That Official will be the Mission Director or Deputy Director , USAID/India.

ESTABLISHMENT OF AWARD FEE

For the three-year base period of this contract, the amount negotiated as the award fee will be divided into three equal portions. On an annual basis, the Fee Determination Official (FDO) will take into account the self-assessment of the contractor, any other pertinent technical or management reports, and the semi-annual report of the Performance Evaluation Board. The weighting of performance factors and the grading chart shown in Section E of this RFP will be used to produce a percentage to be applied to the total amount of award fee available for the period. In this manner, the FDO will make his/her annual award fee determination. In the event that a portion of the available fee is not awarded to the Contractor, the FDO will decide whether any portion of that remaining fee should be rolled over into subsequent award fee period(s). Key factors outside the Contractor's control, such as significant political upheaval or economic disruption, might form the basis of the FDO's determination to roll forward some portion of the remaining award fee.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.242-15 | STOP-WORK ORDER ALTERNATE I (APR 1984) | AUG 1989 |

F.2 DELIVERY SCHEDULE

Shall be established within the first 30 days – part of the Implementation Plan – revised on an annual basis.

F.3 PERIOD OF PERFORMANCE

The base period of performance for the contract is from the effective date until July 31, 2009. The period of performance for option periods, if any, is:

OPTION PERIOD 1 August 1, 2009 through July 31, 2010
OPTION PERIOD 2 August 1, 2010 through July 31, 2011

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section E.3, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The Contractor will ensure that its subcontracts require the applicable standards as well as any directed by the CTO, and that work is completed in compliance with those standards.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

- (a) The Contractor is required to submit progress reports as specified in Section F.6.
- (b) The Contractor will also be required, when needed, to provide written analyses, technical assistance, training, grants administration, facilitation of public-private partnerships, SAREC, DCA, GDA, and logistical support.

F.6 REPORTING REQUIREMENTS

A. Mobilization Plan

The expected date of the contract is August 1, 2006. The long-term resident Chief of Party shall be physically at the designated post by this date. No later than 21 days after the effective date of the contract, the Contractor shall submit to the CTO a mobilization plan. Once approved, this plan will guide the organization of contract resources and initial activities. The mobilization plan will provide details of work to be carried out in the initial 90-day period of the contract. At a minimum, it will cover the logistics of contract start-up and the process and timing of establishing administrative and financial control systems. It will also cover the timing of the initial deployment of expatriate staff, the plan for hiring local staff, and the plan for the initial activities to be executed by these staff members.

B. Monthly Progress Reports

The Contractor will issue monthly progress reports no later than 5 days after the end of the month. The report will compare achieved progress versus planned progress as described in the Implementation Plan. Information and a timeline schedule will be provided split out by major task areas and will include information on Level of Effort (labor hour and long term and short technical assistance positions) deployment for major tasks. The Contractor will identify problems and provide recommendations on actions.

C. Quarterly Progress Reports

The Contractor shall submit quarterly (every third month) progress reports at the beginning of each quarter of the financial year to the CTO. The format for such reports will be provided by USAID and shall contain a minimum of the following: a summary of key activities during the period; updated data on progress towards targeted results against the designated indicators mentioned in the results framework; a comparison of actual accomplishments with the goals and objectives established for the period; reasons why established targets were not met (if appropriate); a discuss of any problems during the period together with the recipient's plans to address these problems; and details of any other programmatic or financial situations that were substantially different from what was anticipated. Information and a timeline schedule will be provided split out by major task area. Inputs will be designed such that the CTO will be able to monitor the performance against designated indicators as per program Results Framework.

D. Monthly Financial Status Reports

The Contractor will provide monthly financial invoicing or expenditure projection to the CTO.

E. Quarterly Financial Status Reports

Financial reporting with respect to payment type will be set forth in the award, including any disbursement reporting. Other financial reporting will also be due on a quarterly basis, 15 days following the end of the reporting period. Quarterly financial reports will be timed so that every second report is combined with the semi-annual performance report. Quarterly financial reports shall include accruals. These reports, at a minimum, shall contain:

- the total amount of funding committed to date to the contract, by USAID;
- the total amount of funding expended by the Contractor to date for each of the major activities that the Contractor has undertaken, including accrued expenditures, broken down by contract line item number;
- the existing pipeline of funds (committed funds minus expenditures), by contract line item number;
- the amount of funding and time remaining in the contract, by contract line item number in the budget; and
- any anticipated shortages and overruns in the budgeted amount of funding.

F. Annual Work Plan

As part of the original proposal that is submitted to USAID, the Contractor shall provide a "draft" work plan for the initial year of the contract. This draft plan will encompass all relevant activities envisioned under the contract, and will be coordinated and integrated with those of other USAID SARI/E cooperators. Within the first 90 days of the from the effective date of the contract, the Chief of Party, shall review and submit the detailed of this initial first year annual work plan to the USAID CTO. The final work plan shall include a detailed description of the target results related to each of the tasks described above in this statement of work, as well as detailed information on how each of the tasks will be undertaken and completed. The plan will establish specific benchmarks for measuring progress in completing each of the tasks and each benchmark shall include a target completion date and quantifiable indicators of the achievement of target

results. Every year, within 30 days of the beginning of the fiscal year, a revised, updated work plan will be submitted, in writing, to the CTO for review and approval.

G. Annual Reports

The Contractor will provide annual reports within 30 days of the end of the contract year. The report will detail the status of progress against benchmarks, and the achievement of results as agreed between USAID and the Contractor. The report will also contain an analysis of progress achieved, reviewing the reasons for progress or the lack thereof, and propose any managerial or technical adjustments required under the contract to achieve success. These reports will provide all information needed for the Performance Evaluation Board (PEB) to review progress toward achievement of the award fee and for the Fee Determination Official (FDO) to set the amount of the award fee for the preceding year.

Even for those indicators which are not part of its performance plan, the Contractor will assist USAID in compiling data on all indicators which are part of the Mission's Results Framework for the SARI/E Program.

H. Final Report

No later than 30 days prior to the expiration date of the contract (base period only), the Contractor shall submit to the CTO a final report which shall summarize all contract activities and assess the progress made in reaching benchmarks and achieving results. The CTO and the Contractor will agree on the precise format of the final report at the beginning of the final year of the contract.

F.7 KEY PERSONNEL

A. The key personnel that the Contractor shall furnish for the performance of this contract are as follows:

| | |
|------|---|
| Name | Title: |
| | Chief of Party |
| | Contracts / Administration Manager |
| | Lead/management expert for clean energy access task 1 |
| | Lead/management expert for markets task 2 |
| | Lead/management expert for coordination task 3 |

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel and sub-contracting firms shall be made by the Contractor without the written consent of the Contracting Officer.

F.8 MONITORING AND EVALUATION

a) The contractor is required to submit the monitoring and evaluation plan that will be contained in the Annual Work Plan within 30 calendar days of the effective date of the contract. The final plan will be incorporated into the contract no later than 90 calendar days after the effective date of the contract.

b) The Contractor understands and agrees that achievement of tangible results in a timely fashion is the essence of the contract. USAID will judge the Contractor's success in the contract based upon whether or not the tangible results are achieved when they are due. In the event that any one or more of the tangible results is (are) not achieved, or should the Contractor at any time realize that they are not achievable, the Contractor will immediately advise USAID in writing, and in the next report, required as part of the existing "Reporting Requirements," shall provide a complete explanation related thereto.

c) Tangible Results, Benchmarks, and Deliverables.

1. Development of a comprehensive Implementation Plan (IP) will be undertaken immediately following award of the contract. The IP shall incorporate scope, budget, schedule, approvals and resource allocation necessary to complete the Section F.2 Delivery Schedule. Elements will include the breakdown of activities; identification of responsibilities, critical milestones and project interfaces; inventory controls; financial and administrative procedures; subcontracting plan; reporting and close-out activities. The plan will address a wide variety of program functions including management, administration, technical assistance, financial, construction and operations.
2. The Contractor will submit the Implementation Plan to the USAID CTO for approval within 45 days of contract award. The IP shall be updated and revised every quarter (3 months). The Implementation Plan will allow USAID and the Contractor to monitor performance and be reviewed at the monthly program review meetings.
3. Within the first 90 days of the contract, effective with the date of contract signing, the contractor shall identify new or refine existing indicators and collect baseline data.
4. Development of a Performance Monitoring Plan (PMP) for the work to be undertaken in this contract will be undertaken immediately following the completion of an initial data gathering effort. The contractor will comply with the requirements of the overall programmatic PMP for SARI/Energy. The contractor will interact with all relevant partners, i.e., USAID, NGOs, and other donors, and will undertake an interactive process of identifying monitoring parameters with clear indicators and benchmarks for determining progress. The contractor may be asked to undertake such activities for the overall program PMP going forward. This exercise will propose indicators and performance targets for years 1, 1.5 (18th month mark), 2, 3 of the contract with clear responsibilities delineated for data collection against targets and reporting mechanisms. All proposed indicators and targets developed through this interactive process will be submitted for approval by the designated USAID CTO of the contract;
5. The Contractor must submit and obtain USAID CTO approval of its initial annual work plan within the first 30 days after the signing date of the contract by the Contracting Officer.
6. Typographical, formatting, grammatical, and syntactical errors will be cause for rejection of the deliverable by USAID and must be corrected at no additional cost to USAID. The presentation of data and analytical information should be in most readable format for e.g. graphs, diagrams, matrices, tables etc. The contractor is expected to deliver reports of a technical quality commonly considered acceptable for publication in the U.S.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

| Total Expenditures [Document Number: XXX-X-XX-XXXX-XX] | | | |
|---|---|--------------------------|------------------------------|
| Line Item No. | Description | Amt vouchered to date | Amt vouchered this period |
| 001 | Product/Service Desc. for Line Item 001 | \$XXXX.XX | \$ XXXX.XX |
| 002 | Product/Service Desc. for Line Item 002 | XXXX.XX | XXXX.XX |
| Total | | XXXX.XX | XXXX.XX |

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Regional Office of Acquisition & Assistance
USAID
American Embassy, West Building
Shanti Path, Chanakya Puri, New Delhi-110 021
India

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer for the contract will be indicated in a separate CTO Designation Letter. The CTO is located at

US Agency for International Development
American Embassy, West Building
Shanti Path, Chanakya Puri,
New Delhi-110 021
India

The CTO will be responsible for the technical oversight of the contract.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

USAID/India
Controller
Regional Financial Management Office
9000 New Delhi Place, Washington, DC 20521-9000

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

G.7 FEE PAYMENT PLAN

(a) Payment of Base Fee

Subject to the withholding provision of the contract clause entitled "Fixed Fee" (FAR 52.216-8), the base fee, if any, specified in Section B shall be paid in installments at the time of each payment on account of allowable cost, the amount of each such installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of the total contract base fee to the total contract estimated costs.

In the event of discontinuance of the work in accordance with the clause of the contract entitled "Termination" (FAR 52.249-6), the base fee shall be redetermined by mutual agreement equitably to reflect the reduction in the work actually performed. The amount by which base fee is less than, or exceeds payments previously made on account of the base fee shall be paid to, or repaid by the contractor, as applicable.

(b) Payment of Award Fee

In addition to any base fee, the contractor may earn and be paid all or portion of an award fee. The maximum of award fee shall be made available to the contractor in three increments coinciding with the three evaluation periods under the base period of the contract and one of each option period, if exercised. The determination of the award fee, if any, earned by a contractor shall be in accordance with the Award Fee Evaluation Plan (see Section E). Payment of award fee shall be made every year.

Payment of any award fee earned by the contractor shall not be subject to the withholding provisions of the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7) clause.

Note: The annual targets will be determined on annual basis, but prior to the relevant period of performance to be evaluated.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| | AIDAR 48 CFR Chapter 7 | |
| 752.7027 | PERSONNEL | DEC 1990 |

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,

- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.4 AIDAR 752.7005 - SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either

electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home> .

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.5 INSURANCE AND SERVICES

a) Pursuant to AIDAR 752.228-3, Workers Compensation Insurance (Defense Base Act, DBA), USAID's DBA insurance agent is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312
Points of Contact:
Diane Proctor or Sue Somers
(703) 813-6503
Hours of Operation are:
8 a.m. to 5 p.m. (EST)
Telefax: (703)354-0370
E-Mail: www.rutherfordord.com

(b) Contractor's are responsible for providing medical evacuation coverage for their employees. The following State Department website, <http://www.state.gov/m/dghr/flo/24051.htm> , provides possible sources from which MEDAVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

[To be proposed by Contractors]

H.8 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.9 LANGUAGE REQUIREMENTS

Contractor personnel and consultants shall have English and other language proficiency as necessary to fully perform the technical services.

H.10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated [to be determined] is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

H.12 REPORTING OF FOREIGN TAXES

(a) Final Reports. The Contractor must one report annual final report by April 16 for the previous USG fiscal year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is October 1, 2002 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using

foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the reporting period in (iv) regardless of when the foreign tax was assessed. (vii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (viii) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Regional Financial Management Office, USAID, American Embassy, Chanakyapuri, New Delhi -110021 INDIA

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.13 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number: National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY) To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor. (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law. (e) The requirement to post the employee notice in paragraph (b) does not apply to-- (1) Contractors and subcontractors that employ fewer than 15 persons; (2) Contractor establishments or construction work sites where no union has been formally recognized by the

Contractor or certified as the exclusive bargaining representative of the Contractor's employees; (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements; (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States. (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster. (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

H.14 SUPPORTING USAID DISABILITY POLICY (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.202-1 | DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 2003 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (OCT 2003) | OCT 2003 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JAN 2005 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT 1997 |
| 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT 1997 |
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 1997 |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004) | OCT 2004 |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) | JUL 2005 |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | DEC 2002 |
| 52.216-8 | FIXED-FEE | MAR 1997 |

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| 52.216-24 | LIMITATION OF GOVERNMENT LIABILITY | |
| 52.216-25 | CONTRACT DEFINITIZATION | |
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS | JUL 2005 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY 2004 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN 2002 |
| 52.219-16 | LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN | JAN 1999 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2002 |
| 52.222-29 | NOTIFICATION OF VISA DENIAL | JUN 2003 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | MAR 2005 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.230-2 | COST ACCOUNTING STANDARDS | APR 1998 |
| 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | APR 2005 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.232-21 | LIMITATION OF COST (FACILITIES) | APR 1984 |
| 52.233-3 | PROTEST AFTER AWARD ALTERNATE I (JUN 1985) | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY 2001 |
| 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984) | AUG 1987 |
| 52.244-2 | SUBCONTRACTS ALTERNATE II (MAR 2005) | MAR 2005 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS | DEC 2004 |
| 52.246-23 | LIMITATION OF LIABILITY | FEB 1997 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.248-1 | VALUE ENGINEERING | FEB 2000 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) (MAY 2004) | MAY 2004 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

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|------------|--|----------|
| 752.202-1 | DEFINITIONS | |
| 752.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS | |
| 752.211-70 | LANGUAGE AND MEASUREMENT | JUN 1992 |
| 752.225-71 | LOCAL PROCUREMENT | FEB 1997 |
| 752.228-7 | INSURANCE-LIABILITY TO THIRD PERSONS | |
| 752.228-70 | MEDICAL EVACUATION (MEDVAC) SERVICES | MAR 1993 |
| 752.7001 | BIOGRAPHICAL DATA | JUL 1997 |
| 752.7002 | TRAVEL AND TRANSPORTATION | JAN 1990 |
| 752.7006 | NOTICES | APR 1984 |
| 752.7007 | PERSONNEL COMPENSATION | JUL 1996 |
| 752.7008 | USE OF GOVERNMENT FACILITIES OR PERSONNEL | APR 1984 |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY | APR 1984 |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING | APR 1984 |
| 752.7013 | CONTRACTOR-MISSION RELATIONSHIPS | OCT 1989 |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 |
| 752.7015 | USE OF POUCH FACILITIES | JUL 1997 |
| 752.7025 | APPROVALS | APR 1984 |
| 752.7028 | DIFFERENTIALS AND ALLOWANCES | JUL 1996 |
| 752.7029 | POST PRIVILEGES | JUL 1993 |
| 752.7031 | LEAVE AND HOLIDAYS | OCT 1989 |
| 752.7033 | PHYSICAL FITNESS | JUL 1997 |

I.2 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.5 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.6 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d) (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; or

(ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

AIDAR Clause 752.242-70 Periodic Progress Reports

See Contract Information Bulletin (CIB) 98-21.

I.8 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS

Prior written approval by the Cognizant Technical Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CTO an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin and destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than two weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least 7 calendar days prior to commencement of approved international travel, the Contractor shall notify the CTO of planned travel, identifying the travelers and the dates and times of arrival.

I.9 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

| ATTACHMENT NUMBER | TITLE | DATE | NO. PAGES |
|----------------------|-------|------|--------------|
|----------------------|-------|------|--------------|

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 5 – CONTRACTOR PERFORMANCE REPORT - SHORT FORM

ATTACHMENT 6 – GENDER STATEMENT

ATTACHMENT 7 – SARI/ENERGY IMPLEMENTING PARTNER MECHANISMS AND RECENT ACTIVITIES

ATTACHMENT 8 – SARI/ENERGY RESULTS FRAMEWORK

ATTACHMENT 9 - SELECTED KEY QUESTIONS FROM INTERESTED PARTIES AND THE USAID RESPONSE

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: ☐ (i) Paragraph (b) applies. ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| ----- FAR Clause # | Title | Date | Change ---- |
|--------------------|-------|-------|-------------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.2 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND
CERTIFICATION (JUNE 2000)****NOTE:**

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.3 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked ``Yes" above, the offeror shall-- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.4 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.5 [RESERVED]

K.6 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.7 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

comment from Nexant: Please add the FAR 52.228 DBA clauses. Since there will probably be adequate cost competition, please delete the requirements for cost or pricing data (RCO may comment on this)

comment from Nexant: Since this is a contract for services and not supplies, please delete 52.246-24, and insert 52.246-25

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | OCT 2003 |
| 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) | MAY 2001 |
| 52.215-16 | FACILITIES CAPITAL COST OF MONEY | JUN 2003 |
| 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB 1999 |

L.2 CONTRACT AWARD AND TYPE

The solicitation is expected to result in one or more contract award. The contract(s) type is anticipated to be a cost plus award fee (CPAF).

L.3 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION.

As prescribed in 15.209(a), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

- (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

USAID

American Embassy (West Bldg.)

Shanti Path, Chanakya Puri

New Delhi - 110 021 INDIA

Mailing Address:

USAID

American Embassy

Shanti Path, Chanakya Puri

New Delhi - 110 021 INDIA

Facsimile: 91-11-2498390

Internet email: marcusjohnson@usaid.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror must submit its proposal **electronically** -

(i) via internet email with up to 6 attachments (4MB limit) per email compatible with MS Word, Excel, Lotus 123 and/or WordPerfect in a MS Office Windows environment or as PDF files. Only those pages requiring original manual signatures may be faxed. (Facsimile of entire proposal is not authorized); or

(ii) via regular mail - sending CDs or floppy diskettes only of technical proposal and cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of paper CDs or floppy diskettes only of technical proposal and cost proposal to the issuing office.

(iv) regardless of the which of the above methods are used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, **which we encourage**, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

- (a) The technical proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in section M.
- (b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.
- (c) Technical proposal is limited to 25 pages total (20 pages for components (d) 1-3 as described below; 5 pages for sample "Regional Energy Security Status" Report as described in (d) 4); pages submitted in excess of the page limit will NOT be evaluated and will be returned to the offeror. Proposals shall be written in the English language and typed on standard 8 1/2" x 11" paper (or 216mm by 297mm, A4 size paper) format, using 10, 11, or 12 point font size with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes [of no more than 3 pages per person], table summarizing qualifications of proposed personnel, and past performance report forms/CPRs) are not included in the page limitation. An executive summary of a maximum of five pages over and above 25 page limit should be included in each proposal. Therefore the maximum is 30 pages.
- (d) The technical proposal should, at a minimum, include the following:

1. “Technical approach”

The Statement of Work identifies key areas in which expertise will be required. Offerors will be evaluated based on its submissions of a draft implementation and management plan detailing its understanding, approach, to achieving specified deliverables/results, as set forth in the Statement of Work including appendices covering gender and performance monitoring.

The technical approach shall reflect an understanding of content and sequence of activities in the areas indicated in the scope of work. Offerors will be evaluated on their approach toward achieving stated requirements, the consistency of the proposed approach with the stated goals and objectives, and innovative approaches to achieve desired policy and institutional reform outcomes. To maximize program impact, the contractor will be expected to develop strategic alliances with a variety of public, private sector organizations and leading industry associations. Firms that propose innovative and creative approaches to form alliances and maximize resource contributions from these organizations (along the principles of USAID’s Global Development Alliance) may be viewed as of higher value in the technical evaluation.

Specifically, the proposals should include: 1) how partners for the activities described in Task 3.2 & 3.3 and other areas as relevant will be identified and recruited; 2) the strategy to maximize partner contribution; 3) the kinds and value of resources that USAID funds will leverage from partners; 4) the anticipated benefit to USAID and the partners as a result of the alliances; 5) the process to ensure that partners are significantly involved; and 6) roles and responsibility of partners or sub-contractors as part of technical proposal.

Offerors shall demonstrate a coherent, strategic approach to ensure that all activities maximize the use of limited resources to accomplish the specific contract deliverables, results and programmatic indicators.

2. “Management Structure and Staff Qualifications”

The offeror’s response must clearly describe the professional qualifications of proposed personnel, including key staff and intermittent (named short term consultant) professionals with respect to each task of the Statement of Work.

Qualifications for personnel shall include relevant formal training and professional experience, relevant field experience, project management, and experience as resident in developing, transition, and post-conflict countries. Availability of personnel, an important criterion, shall be clearly stated and availability of proposed personnel shall coincide with fulfilling Section C.

Describe the delegations of authorities within the offeror’s proposed team (field staff), the lines of communications between field staff and home office and mechanisms or system that will be used to enhance coordination and promote partnering with and mobilizing of both U.S. and locally available expertise to achieve the objectives and results described in the statement of work, and the proposed lines of communication with SARI/Energy’s CTO.

The contractor will propose, at a minimum, individuals for the following key personnel positions:

- Chief of Party
- Contracts / Administration Manager
- Lead/management expert for clean energy access task 1
- Lead/management expert for markets task 2
- Lead/management expert for coordination task 3

Exemplary qualifications for key personnel are provided below. Note key personnel must be located in the Headquarters office in New Delhi, India. It is strongly preferred that two or more of the key personnel are staffed by persons of South

Asian origin with significant in-region experience. None of the positions under the contract require possession of U.S. citizenship.

- i) **Chief of Party** with at least 15 years experience in managing energy sector trade and investment projects in developing countries is preferred. The person should have experience in directly working with ministries, government and non-government institutions, multilateral and bilateral donor agencies, and private sector stakeholders. The person should have formal education or training in engineering, public policy, and should hold master's degree relevant to the field of international business management or finance. Good understanding about regulated and de-regulated energy business, with some experience in emerging energy markets will be an asset. In addition, the person should be able to demonstrate business acumen, people skills, analytical and problem solving skills, strong communication, report writing, and presentation skills.
- ii) **Contracts / administration manager** with at least five years experience in dealing with Federal contracts. The person should have experience in administrating regional programs and managing local sub-contractors in South Asia. The Government anticipates that this position may be part-time rather than full time.
- iii) **Lead/management expert for clean energy access task 1**, person should have at least 10 years experience in development of clean energy resources including but not limited to hydro, wind, solar, clean coal etc. The person should be familiar with the economics of power generation projects, socio-environmental impacts, risk management, and investment structuring; and should have experience in micro-finance, credit enhancement, and development of community models for economic up-lifting of vulnerable communities in developing countries, preferably in South Asia. The person should have formal education or training in engineering, finance, and business management with experience working with leading energy sector entities in South Asia strongly preferred.
- iv) **Lead/management expert for markets task 2**, person should have minimum 10 years experience in financial and business evaluation/management in energy sector, preferably in electricity utility industry. The person should possess an active knowledge and involvement in the business community to maintain expertise on current industry trends in energy sector in South Asia. The person should have experience and/or excellent understanding about the market models operating in the energy sector worldwide as well as direct experience in energy sector trade and/or investment. In addition, it is preferred that the person should have expertise in financial modeling, technical benchmarking, risk management, and industry research and analysis for identifying key issues and challenges in regional energy trade and investment. The person should have formal education in engineering and/or finance or business management, preferably at a Masters level.
- v) **Lead/management expert for coordination task 3**, person should have minimum 10 years experience working with the private sector with an emphasis on experience in South Asia. Should have excellent inter-personal and networking skills, and be familiar with the public and private sector business environment in South Asia. Person should have knowledge of requirements for financing infrastructure investment, and experience in putting together deals in the energy sector. Experience with PPP's, GDA or DCA is preferred. Experience working on partnerships with NGOs and academia is a plus. College degree required.

3. "Past performance"

The Technical Evaluation Committee (TEC) will evaluate past performance for the Offeror based on reference checks and relevant past performance information submitted, and may consider other past performance information sources.

The Offeror (prime) shall provide past performance references in accordance with the following:

- i. The Offeror (and any subcontractors performing more than 20% of total labor days in any given year) shall submit a list of no less than its 5 most recent contracts or subcontracts awarded (within the last five years) that address each of the tasks of the Statement of Work.
- ii. To ensure uniformity of information for conducting the reference checks, the contractors shall complete Part 1 (Blocks 1 through 9) of the Contractor Performance Report – Short Form for no less than 5 most recent contracts or subcontracts listed. The name of a point of contact, company name, telephone number(s) and email address, if applicable, for all contacts is required. It is recommended that the contractor alert the

contacts that their names have been submitted and that they are authorized to provide past performance information when requested.

- iii. If the Offeror encountered problems on any of the above mentioned contracts, they may provide a short explanation of the problem and the corrective action taken. Space is provided in Block 6 of the Short Form for this. The contractor should not provide general information on their performance.
- iv. The contractor may describe any quality awards that indicate exceptional capacity to provide the service or product described in the Statement of Work. Evidence of specific quality awards may be presented as attachments to the technical proposal. This information is not included in the page limitation.

Past performance evaluations by USAID will focus on the following criteria with respect to each component of the Statement of Work:

- 1. quality of services provided;
- 2. record of forecasting and controlling costs;
- 3. adherence to contract schedules, including administrative aspects of performance;
- 4. history of reasonable and cooperative behavior and commitment to customer satisfactory of clients;
- 5. history of reasonable and cooperative behavior and commitment to customer satisfactory of end users (host country persons and institutions); and
- 6. effectiveness of key personnel.

4. Offerors must provide a draft of the first year workplan

Each offerer shall provide a “draft” work plan for the initial year of the contract. This draft plan will encompass all relevant activities envisioned under the contract, and will be coordinated and integrated with those of other USAID SARI/E cooperators.

5. Offerors must provide a sample “Regional Energy Security Status” Report (5 pages max)

The Statement of Work, subtask 3.1, identifies a technical analysis of energy security to be submitted on a quarterly basis. In the proposal, the Contractor shall submit a sample “Regional Energy Security Status” Report of no more than 5 pages. The Contractor shall include a list of sources used (not included in the page limit).

6. Offerors must provide a sample feasibility study with risk and financial analysis

Each offerer shall submit a sample feasibility study for energy infrastructure project with risk and financial analysis as provided for another project. The energy infrastructure projects includes cross border electricity transmission, cross border gas or oil pipeline, and foreign direct investment in power generation projects.

7. Offerors must submit a sample training plan

Each offerer shall submit a sample training and institutional capacity building plan provided for another energy project.

8. Subgrantmaking

Offerors will provide a sample of a past subgrant made for another program (under a contract or grant) as part of its proposal.

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) Each offeror shall provide a budget for each line item listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract under each CLIN. The budget must have an accompanying narrative "Budget Notes" of explaining the assumptions (formula) of the cost of each CLIN.

(b) If the contractor is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture or partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) RESERVED

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by any proposed subcontractors as well.

(e) RESERVED

(f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to U.S. Federal or corporate country of residence tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(g) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(h) A copy of the offeror's travel policies in effect at the time the offer is submitted.

ADDITIONAL INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL

a. Definitions

1. Annual Salary: The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.
2. Daily Salary: The daily salary of an employee is established by dividing the annual salary of the individual by 260, the number of work days in a year.

b. General

1. Offeror cost proposal must be completely separate from the Offeror's technical proposal.
2. If subcontracting is contemplated under each CLIN, indicate the types of work to be subcontracted, stating: the percentage of each type of work subcontracted, extent to which competition was or will be solicited prior to selection, subcontractor selected and reasons therefore, and the method of analyzing prospective subcontractor proposals.
3. The offeror shall propose the level of effort (labor days) allocation to be utilized over the contract performance period under each CLIN of the contract.

4. The offeror shall provide the break-down of contract administration cost, grants administration cost and the technical assistance budget and should make all efforts to minimize the administration costs.

c. Items to be included in the cost proposal.

In addition to the items listed in L, the following specific items shall be included in the proposal. Failure to furnish full and complete information may cause an offer to be considered unacceptable. If the offeror is a joint venture or partnership, the proposal shall include the data requested for each of the partners or joint venture firms.

A Contractor Employee Biographical Data Sheet (See Section J) for each individual proposed for performance of long term positions under the contract (including all individuals designated as "key persons" under the contract. Each sheet must be signed, complete, accurate, up to date and indicate the proposed salary as it relates to the Offeror's proposal. A letter or other documentation from the Offeror's cognizant Government Audit Agency, if any, stating the Offeror's most recent final indirect cost rates, the current provisional rates accepted by the cognizant Government Audit Agency for proposal/billing purposes, the base to which such rates are applied, and the Offeror's fiscal year.

The cost proposal shall follow the budget format as proposed in Section L above, including the major budget line items, set forth below, and be broken down by year, for the period of the contract.

Subcontractors' costs shall be included under the "Subcontract" budget line item, but within such budget line item, shall follow the same CLIN format as discussed in Section L., below. While hard copy of the cost proposal is elective, the contractor shall provide an electronic copy of all spreadsheets supporting the cost proposal in a format compatible with MS Excel.

The Offeror shall also propose a cost management plan which will address all strategies and mechanisms that the offeror will employ in order to ensure that performance elements of this contract will be completed within the total estimated cost proposed. The cost management plan should describe the management systems in place and their application in all major functional cost areas such as: planning, budgeting, scheduling, measurement and reporting of cost and schedule performance.

d. Cost Realism.

The Offeror's proposal is presumed to represent its best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and their financial ability to perform the contract, and may be grounds for rejection of the proposal.

e. Contract Line Item Number (CLIN)

The following discussion reflects important changes in the way that USAID is tracking results and funds needed to achieve these results. For purposes of developing a cost proposal, the Offeror shall develop CLINs.

A contract shall identify the items or services to be acquired as separate CLINS unless it is not feasible to do so. CLINS basically have three characteristics:

Single Unit Price: The item shall have a single unit price or a single total price;

Separately Identifiable: A CLIN must be identified separately from any other items or services on the contract;

Separate Delivery Schedule: Each CLIN item or service shall have its own delivery schedule, period of performance date, or completion date expressly stated.

f. COST SHARING. "Cost-sharing" means the application presents cash from non-US Federal sources which the offeror will use in the performance of the award. "Matching-Arrangement" means the application presents cash from non-US Federal sources which will be provided at a set ratio (e.g. for every 2 dollars USAID obligates the recipient will provide 1 dollar.) "In-Kind Contribution" means the donation of tangible property (such as computers, medical and lab equipment, intellectual property rights, technology transfer, but excluding real) or services (such as rent, utilities, etc.) provided by the recipient to the Government.

L.10 SMALL BUSINESS PARTICIPATION

(a) As part of the evaluation of past performance in Section M.2 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how offeror actually uses small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

U.S. GOVERNMENT ESTIMATE

a. The total estimated amount available is US\$9,000,000 to 10,500,000 for the based period, US\$3,000,000 to 3,500,000 for Option Period 1 and US\$3,000,000 to 3,500,000 for Option Period 2. Upon contract award, the total estimated cost plus fixed fee shall be incorporated into Section B of the contract. That total estimate includes the cost/price of all CLINs over the life of the contract.

b. Non-Financial Commitments - USAID may consider more than financial commitment as means of its support. For example, to obtain the maximum public-private alliance partnership possible an offeror requests that the Cognizant Technical Officer (CTO) and/or the Mission Director to meet annually with the Board of Directors of a corporation or foundation at its HQ somewhere in the world to present the view of the U.S. Government as to how the alliance is performing. The specific request would be made by the offeror, on behalf of its alliance partner(s). The expense (air travel, per diem and other miscellaneous expenses) would be financed by the U.S. Government outside (separately) of the amount stated in the paragraph above.

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

| NUMBER | TITLE | DATE |
|--------|---|------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these below criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

A review panel established under the direction of the Regional Contracting Officer will evaluate proposals. The review panel and the Regional Contracting Officer will use "Best Value" criteria to determine the proposal most advantageous to the U.S. Government. **All evaluation factors other than Cost/price, when combined, are significantly more important than Cost/price factors. The significant technical evaluation factors are listed in relative order of importance** with significant evaluation factor 'Technical Approach' being the most importance significant technical factor. The subfactors under each significant technical evaluation factor are of equal weight relative to each other.

The contract award shall be made to the responsive and responsible offeror whose combined technical and cost/price factor offer the best value to the U.S. Government.

I. Technical Evaluation Factors

A. Technical Approach :

Offerors will be evaluated based on their understanding of the work, soundness of its proposed strategy, time schedule and deliverables as indicated. Specifically, the technical approach described in the proposals will be evaluated on:

1. demonstrated understanding of the requirement in Section C., that is, the overall project context, the project concept, and the target objectives and results of project;

2. demonstrated reasonableness (realism) of the proposed strategy and approach to achieving the objectives and the timeframe for the start-up and establishment of systems to implement the activities described in the statement of work.
3. demonstrated ability to identify constraints and risks associated with the proposed strategy and approach to be employed to overcome them is key;
4. the degree to which the offeror demonstrated that its approach is able to leverage and build on earlier SARI/Energy accomplishments and learn from past SARI/Energy lessons;
5. demonstrated effective and efficient mobilization and management of subcontractors, collaborating partners, short term U.S. and South Asian personnel whose skill, expertise and experience match with the requirements of the activities in the statement of work. (The degree to which the work responsibility for each sub-contractor must be described, including a description for how they are uniquely suited, as well as means to ensure coordination between different subcontractors).

B. Management Structure and Staff Qualification :

The proposed management structure and staff will be evaluated on:

1. demonstrated professional qualifications, technical skill, and past experience of the Chief of Party (COP) and other key personnel and the extent to which their skill sets will directly contribute to and enhance the requirement stated in Section C;
2. demonstrated qualifications and relevance to successful completion of Section C of the local [South Asian] partners and subcontractors proposed;
3. demonstrated relevancy contained in the organizational and staff plan and the level thereof given the technical approach (solution) and the requirement stated in Section C.;
4. demonstrated experience of the staff in integrating gender consideration into energy activities; and
5. demonstrated an effective system for managing subcontracts, joint-venture relationships or any other method proposed for involving the work of other firms or organizations to carry out the contract.

C. Past Performance

The contractor will be evaluated based on:

1. demonstrated level of past performance in preparing high quality technical assistance such as reports and analyses that have met the needs of clients in the area of energy in South Asia or other developing countries;
2. demonstrated level of past performance in developing curriculum, training programs, conducting study tours, designing and managing sub-grant and sub-contract programs on energy efficiency and its regulation in developing countries, specifically in SARI/Energy member countries;
3. demonstrated experience and familiarity by the offeror, and its proposed subcontractors, in developing business models, financial mechanisms, and formulating strategy for implementation of projects relating to energy supply, access, and markets;
4. demonstrated previous performance and experience with similar or related activities of the same size; and
5. demonstrated use of U.S. small and disadvantaged business in past energy related projects.

(Note: The U.S. Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.)

The U.S. Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources outside of the U.S. Government. However, the proposal of an offeror with no relevant past performance, may not represent the most advantageous proposal to the U.S. Government and thus, may be an unsuccessful proposal when

compared to the proposals of the other offerors. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

II. Cost/Price Factor

While the overall Technical Evaluation is the key factor in reviewing the offeror's proposal, the cost/price evaluation is nonetheless an essential factor in determining the final contract award and ability to get into and remain in the competitive range. It should be noted that estimate cost is an important factor and its importance as an evaluation factor will increase as the degree of equality of technical competence between proposals increases. Additionally, the cost/price evaluation shall be carefully considered in determining the best value to the U.S. Government.

The Government shall evaluate the total cost proposal for the principal tasks identified in Statement of Work for realism, completeness and reasonableness. The contractor should have a structure that will allow it to provide the greatest value (highest results) at the lowest cost; minimizing and/or eliminating overall administrative costs, overhead, subcontract pass-through costs, profit, international staff benefits, home office communications and support, and other non-value added costs.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, s/he will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of U.S. small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENT 1**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

| | | | | | | |
|--|--|---|--------------------|---|---|--------------------------|
| 1. Name (Last, First, Middle) | | | | 2. Contractor's Name | | |
| 3. Employee's Address (include ZIP code) | | | 4. Contract Number | | 5. Position Under Contract | |
| | | | 6. Proposed Salary | | 7. Duration of Assignment | |
| 8. Telephone Number (include area code) | | 9. Place of Birth | | 10. Citizenship (if non-U.S. citizen, give visa status) | | |
| 11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment | | | | | | |
| 12. EDUCATION (include all college or university degrees) | | | | | 13. LANGUAGE PROFICIENCY (See Instructions on Reverse) | |
| NAME AND LOCATION OF INSTITUTE | | MAJOR | DEGREE | DATE | LANGUAGE | Proficiency Speaking |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances. | | | | | | |
| POSITION TITLE | | EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE # | | Dates of Employment (M/D/Y) | | Annual Salary |
| | | | | From | To | Dollars |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 15. SPECIFIC CONSULTANT SERVICES (give last three (3) years) | | | | | | |
| SERVICES PERFORMED | | EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE # | | Dates of Employment (M/D/Y) | | Daily Rate in Dollars |
| | | | | From | To | Days at Rate |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct. | | | | | | |
| Signature of Employee | | | | | Date | |
| 17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor) | | | | | | |
| Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution. | | | | | | |
| Signature of Contractor's Representative | | | | | Date | |

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

| | | | | | |
|--|--|---|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE | | 2. Status of Federal Action: <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD | | 3. Report Type <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR QUARTER DATE OF LAST REPORT | |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN: Congressional District, if known: | | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, if known: | | |
| 6. Federal Department/Agency | | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | | |
| 8. Federal Action Number if known: | | | 9. Award Amount if known: | | |
| 10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) | | | b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI) | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Federal Use Only: | | | AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97) | | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

ATTACHMENT 4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ATTACHMENT 5

| |
|---|
| CONTRACTOR PERFORMANCE REPORT - SHORT FORM |
| PART I: Contract Information (to be completed by Offeror) |
| 1. Name of Contracting Entity: |
| 2. Contract Number: |
| 3. Contract Type: |
| 4. Contract Value (TEC): (if subcontract, subcontract value) |
| 5. Description of Work/Services: |
| 6. Problem: (if problems encountered on this contract, explain corrective action taken) |
| 7. Contacts: (Name, Telephone Number and E-mail address) |
| 7a. Contracting Officer: Phone Number: Email Address: |
| 7b. Technical Officer(CTO): Phone Number: Email Address: |
| 7c. Other: |
| 8. Offeror: |
| 9. Information Provided in Response to RFP No.: |

ATTACHMENT 6

Gender Statement

Access to energy and efficient energy services lie at the heart of any strategies to alter or mitigate the gender, caste or class based division of labor and its consequent social and physical impact. Women and men are interested in the transformative potential of energy in improving their quality of life and as an essential resource for productive, sustainable livelihoods.

South Asia, home to nearly half of the world's poor, has high illiteracy rates for women. Deeply entrenched patriarchal structures and values play a major role in shaping women and men's roles within the family and community. Women's subordinated status denies them equal opportunities and control over resources. Women's struggle for survival starts before birth as evident by the adverse child sex ratio where boys significantly outnumber girls.

SARI/Energy focuses on regional approaches to meet South Asia's energy security needs through increased trade, investment and access to clean energy. It works in eight countries in the region. The contractor will ensure that appropriate gender analysis is applied to all activities.

While the responsibility of household energy supplies and services remains largely with women, access to modern energy sources such as clean fuels and electricity affects both women and men differently depending on the energy applications they are involved in. Yet most energy policies assume that energy per-se will benefit women and men equally. A gender perspective on energy production is important because the same energy service may have different social and economic outcomes for women and men.

The limited analysis on gender-energy-poverty nexus has focused mainly on availability of biomass fuel for rural women. There is also a need to better understand the relationship between gender and modern energy services. SARI/Energy provides the opportunity to understand the linkages through appropriate action research and identify and evolve best approaches to provide low cost efficient energy to poor women and men in rural and urban areas.

Privatization and commercialization are the two routes being promoted globally and in the region to improve efficiency and reduce costs. These approaches bring with them concerns such as how will the private sector respond to the differential needs and demands of poor women and men; what will be their access to energy sources; how diversified will these sources be and whether there will be innovative financing that must be addressed while these strategies are being designed. South Asia has seen an emergence of strong women's groups especially in rural areas. The opening up of the market offers a potential to engage women's groups in managing energy services. SARI/Energy Contractor will promote the notion of women as managers and entrepreneurs rather than only beneficiaries of energy services.

The energy sector is perceived to be male dominated. Within many of the partner organizations there may be a limited perspective on understanding the relationship between energy-gender-quality of life. SARI/Energy Contractor will ensure that the training and capacity building opportunities mainstream programs and materials on differential needs and access of women and men to energy sources. In addition, the programs will have equal participation of women officers, to the extent possible. SARI/Energy Contractor will further ensure representation of women within its partner organizations and implementing partners.

SARI/Energy will undertake a detailed gender analysis specific to its thematic areas as the activities are detailed out. The analysis will feed into the design, implementation and monitoring of the various multiple program activities. The program will measure the socio-economic impact of its interventions on the poor and women.

ATTACHMENT 7

SARI/Energy Implementing Partner Mechanisms and Recent Activities

Nexant Inc.

Technical Assistance and Training

Phase I – 10/1/2000 – 12/15/2003

Phase II – 10/01/2003 – 9/30/2006

Nexant Inc. was the prime implementer of the SARI/Energy Technical Assistance component of the program from 2000 to 2003. From 2003 onwards Nexant has been implementing both Technical Assistance and Training.

Since October 2005, the SARI/Energy Nexant activities have been involved in four major initiatives. These initiatives, major activities and accomplishments are highlighted below:

- **Regional Energy Security:** SARI/Energy published and distributed the Regional Energy Security Report (and associated Country Reports) to key decision makers in the regional governments, including the South Asian Association for Regional Cooperation (SAARC) Energy Working Group and the SAARC Secretariat.
- **Regional Energy Markets Initiative (REMI):** REMI will be formally launched in March in New Delhi through a forum of senior private and public stakeholders who are expected to collaborate on next steps toward realizing a viable regional energy market.
- **Regional Energy Access:** SARI/Energy is providing ongoing support to members of the SARI/Energy-created Regional Energy Access Network committed to applying community-based approaches to rural electrification. This support has led to the formation of a new Rural Energy Center at one institution in India which, in turn, is now providing training to newly formed Rural Electric Associations in Afghanistan. Additionally, SARI/Energy has supported improved management training to nascent community-based organizations in Nepal reaching new users throughout the country, and provided training accreditation capacity to a non-profit in Sri Lanka. The Network is currently involved in a business planning process to become a sustainable organization and center of excellence for community-based approaches to energy access throughout the region.
- **Afghanistan Program:** SARI/Energy is now actively providing critical support in Afghanistan in three key areas: power trading, renewable energy, and capacity building. In power trading, SARI/Energy is supporting future cross-border power trade between Afghanistan and the CAR countries. In renewable energy, SARI/Energy has initiated a program to facilitate rehabilitation of mini- and micro-hydro units. In capacity building, SARI/Energy continues providing training for improved O&M of diesel generator sets and is launching a program to re-build the Vocational Training Center. SARI/Energy is also developing a master program to improve energy training for the Ministry of Energy and Water and is providing management and operational assistance to newly formed Rural Electric Associations.

Additional information is available on the SARI/Energy website www.sari-energy.org.

United States Energy Association (USEA) - Regional Partnerships:

Phase I – Oct. 2000 – July 2004

Phase II – Aug 2004 – Sept. 2008

The USEA Regional Partnership program for SARI/Energy establishes regional partnerships, bringing together key energy sector participants to interact on critical issues in the areas of utility management, regulatory reform, transmission, policy, and energy journalists.

Since October 2005, USEA has conducted three SARI/Energy activities – the Regional South Asia Forum for Energy Journalists Partnership conducted in Delhi, November 16 – 18, 2005; the Regional Energy Regulation Partnership conducted in Dhaka, December 4 – 5, 2005; and the Regional Energy Transmission Partnership conducted in Katmandu, December 14 – 16, 2005. Final submissions have been made for the South Asian Energy Journalists Awards Program. Submissions are currently being reviewed and awards are expected in the categories of Best Overall Newspaper Article and Best Overall Journal Article of Regional Significance.

The Transmission Partnership has begun focusing on technical impediments to cross border trade and a regional grid. For the first time in the four years of the Partnership, all the participants agreed there are no major technical impediments. The Regulation Partnership has resulted in a number of peer exchanges and sharing of best practices. For instance, the Bhutan Electricity Authority is planning their second visit to the Delhi Electricity Regulatory Commission as a result of meeting through the SARI/Energy Regional Energy Regulation Partnership.

USEA is now focused on expanding the focus of cross-border trade within the five existing partnerships (Regulation, Transmission, Energy Markets, Policy, and Journalism). The Regional Energy Policy Partnership will meet for the second time in Washington, D.C., April 17 – 21, 2006. Elected officials will discuss international energy trade transactions, regulation and oversight with representatives from the public and private sector, including traders and utilities. The Regulation, Transmission and Energy Markets partnerships will be meeting next in the May/June timeframe. The Energy Markets and Transmission Partnerships will travel to South Africa to discuss the South African Power Pool (SAPP) and the activities of the Electrical Supply Commission of South Africa (ESCOM). The South African region is a comparable model to that of the South Asian region and can provide lessons in overcoming the infrastructure, geopolitical and financial barriers to regional trade.

USEA is providing focused support to the Regional Energy Markets Initiative (REMI), leading the effort and conducting the peer exchanges, workshops and the senior level policy forum. This USEA role is anticipated to continue for the duration of the activity, and should be taken into consideration by bidders.

Winrock International: - Small Grants Program

May 27, 2003 – Sept. 30, 2006

The SARI/Energy Small Grants Program is focused on building sustainable local capacity and fostering cooperative research and outreach on the challenges and opportunities for regional harmonization and energy trade, and increased access to diversified energy.

Since May 2003, the SARI/Energy Small Grants Program has issued five grant rounds supporting 38 projects and involving 63 institutions in Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka. Grants range from US\$10,000 to \$30,000 with a total of \$900,000 awarded. Grant rounds have been directed to SARI/Energy training institutional partners (Round 1), organizations undertaking cooperative research and outreach (Rounds 2&3), the SARI/E Rural Energy Training Network (Round 4), and organizations supporting energy capacity building in Afghanistan and Pakistan (Round 5). These grants have resulted in the creation of regional resource centers and professional networks, capacity building and training programs, research studies and reports, and the development and replication of successful energy access models. Topics have included national and regional micro hydro standards; community energy-water conservation and management models; energy efficiency standards and labeling; decentralized biomass-based energy systems; household-level biogas systems; IT-based energy management systems for the rice milling industry; small wind; regional electricity reform; gas-powered cycle rickshaws; rural energy security and renewable energy opportunities for women; agricultural low-energy water applications for energy savings; and energy consumer research.

Information about the progress of the Small Grant Program is regularly updated on the SARI/Energy website. Additionally, the Program produces a quarterly newsletter and holds bi-annual Regional Grantee Meetings where grantees convene to report on their work. Grant reports and deliverables are hosted on the website. A final Outreach Report will be developed for the Program. Winrock International is the prime contractor for this Program, with support from its partners Winrock International India and the Institute of International Education.

U. S. Chamber of Commerce
South Asia Regional Energy Coalition (SAREC)
Private Sector Participation

March 1, 2001 to April 30, 2006

U.S. Chamber of Commerce is implementing the Private Sector Coalition component of the program since 2001. U.S. Chamber of Commerce supports the efforts of SARI/Energy to enhance private sector advocacy for government policies that promote regional energy cooperation, integration, and development through the South Asia Regional Energy Coalition (SAREC).

The South Asia Regional Energy Coalition (SAREC) is a business advocacy organization through which public and private sector stakeholders can influence regional energy policy and reform throughout South Asia. SAREC's primary mission is to focus on and promote the concept of an integrated South Asia energy market. This is achieved by cultivating and facilitating cooperative relations among South Asia's national and bi-national business organizations through the leadership and support of the U.S. Chamber of Commerce. The resulting relationships enhance private sector involvement and effectiveness in the formulation of regional government policies that address issues of regional energy cooperation, integration and development.

To better complement the overall SARI/Energy effort, the SAREC Board of Directors has committed to undertake the following long term initiatives in order to help catalyze increased trade and investment in energy in South Asia.

Investment cooperation and business initiative: As part of SAREC's goal to encourage and facilitate private investment in the energy sector, the member organizations that make up SAREC have agreed to identify projects in the energy sector in each of their countries that require foreign capital and partners.

Private capital leveraging and risk reduction initiative: Through the establishment of a private sector finance and risk reduction working group made up of participants from U.S. and South Asian financial and insurance institutions, SAREC will be equipped to work with SARI/Energy **on addressing** the financing and risk barriers **in energy investment and trade**. Additionally, this working group will be positioned to identify innovative financial instruments and market options that will enable increased access to capital and debt for investors in the energy sector; and to further examine the country-level currency, political, market access, policy and labor risks.

Country level advocacy committees: SAREC will form country-level advocacy committees to work with local chambers of commerce and their members in devising a National Business Agenda for Energy Sector Reform. Successful advocacy will raise the organization's profile among local policymakers and will enhance its reputation within the business community as a useful membership service provider.

Additional information about this activity is available on the SAREC website at <http://www.sari-energy.org/sarec/>

National Renewable Energy Laboratory:
Renewable Energy Program

Dec. 29, 2003 – Sept. 30, 2007

NREL Activities in Sri Lanka and the Maldives

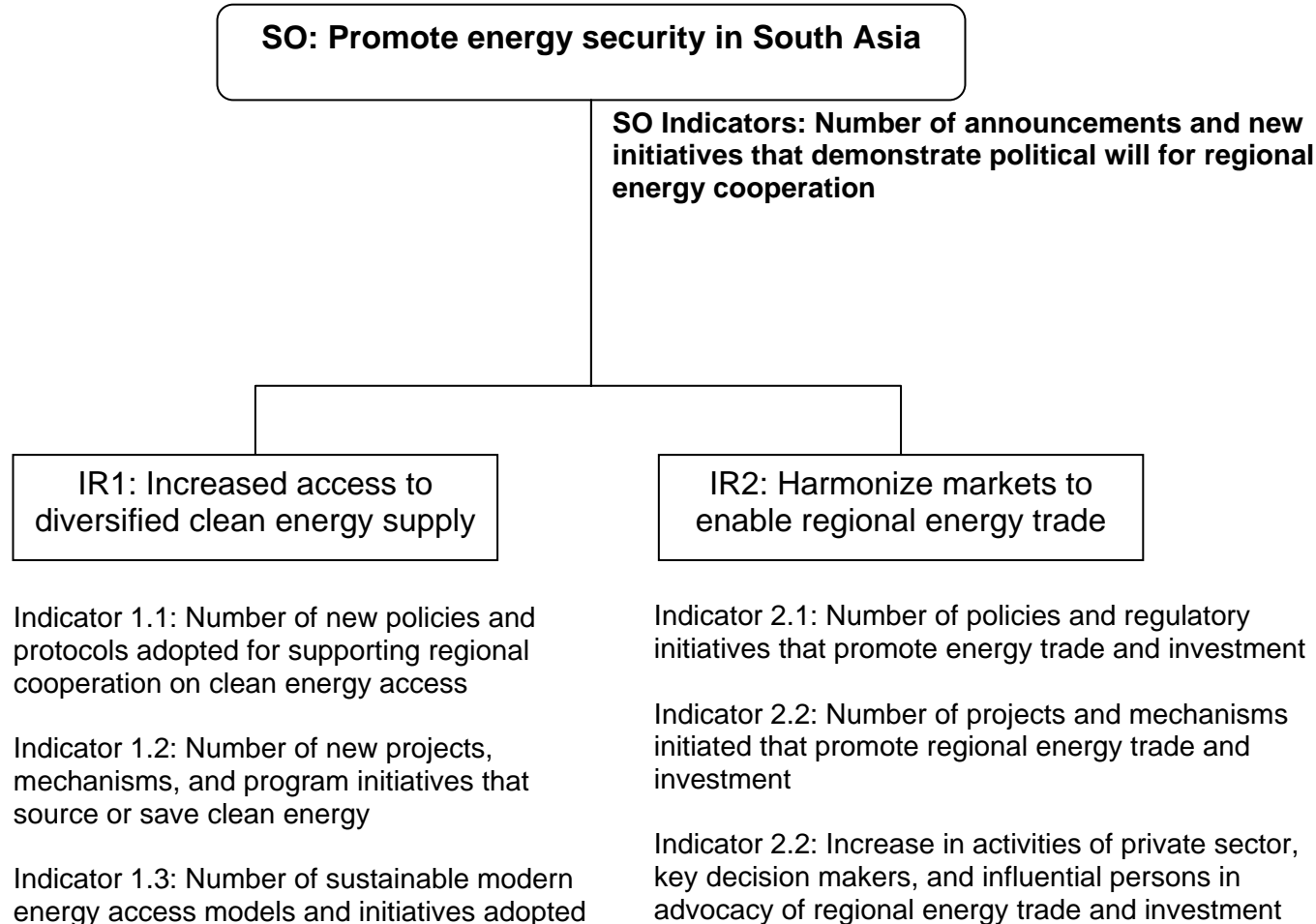
Past NREL activities for SARI/Energy include wind and solar mapping for Sri Lanka and the Maldives, the preparation of wind atlases and a geospatial tool kit for Sri Lanka. In addition, NREL has hosted Hydrogen workshops for SARI/Energy member countries with the inclusion of Southeast Asia and other interested countries.

NREL Activities in Afghanistan and Pakistan

Since October 2005, activities in four new areas in the NREL PAPA with the USAID/SARI Energy Program have been implemented. For the wind resource mapping task, global meteorological data sets are being assembled for the Afghanistan/Pakistan region, and a RFP to select a mesoscale wind modeling subcontractor has been issued. For the solar resource mapping a subcontract to the State University of New York in Albany has been awarded to develop satellite-derived high-resolution solar resource data sets for the Afghanistan/Pakistan region. The preliminary wind and solar maps will be developed over the next six months, and the final maps should be available by the end of 2006. Preliminary conceptual work on a geospatial toolkit for each of the two countries has also begun, and there were significant interactions with potential Afghanistan and Pakistan country partners during the semi-annual review in Dhaka to describe the types of data sets and in-country activities to support the mapping and toolkit development activities. A preliminary version of the toolkits will be developed over the next six months, but the final toolkits will not be completed until the wind and solar mapping is finalized. An outline for NREL's rural energy training for decision makers has been developed and was distributed at the Semiannual Review. A decision was made to conduct the first training for Afghanistan participants in Sri Lanka during the latter half of April. Steps are being taken to identify local logistical support in Sri Lanka for this training activity. The first rural energy training for Pakistan participants will take place in Islamabad in August, and a join Afghanistan/Pakistan second training is tentatively planned to take place in Islamabad in October.

Attachment 8

SARI/Energy Results Framework



Indirect Indicators (these will be monitored for overall performance of the energy sector in the region though the program may not directly influence these indicators)

1. Increase in supply and diversification of regional energy resources
2. Increased access to modern energy (number of connections made)
3. Total cross border investment and trade in energy

USAID COMMON INDICATORS APPLICABLE TO SARI/ENERGY

1. People with increased access to energy services (as a result of USAID)
2. Cumulative number of USAID assisted energy institutions with improved capacity to reform and manager their sector
3. Training provided to people (males / females) related to physical infrastructure

NOTE: THE INDICATORS PRESENTED IN THIS DOCUMENT TAKES COGNIZANCE OF THE COMMON INDICATORS DOCUMENT. HOWEVER SINCE THE ENERGY SECURITY IS NOT EXPLICITLY DEFINED IN THE COMMON INDICATORS DOCUMENT HENCE WE HAVE DEVELOPED INDICATORS BASED ON THE TARGETED IRS.

ATTACHMENT 9

Selected Key Questions from Interested Parties and the USAID Response.

According to the SARI/E presentation made by USAID at the Pre-solicitation Conference, the presenters encouraged the submission of alternate proposals. As it was described, bidders should "send a proposal that is responsive to the RFP. Bidders are also encouraged to submit an alternate proposal(s) that would capture all of the benefits described in the RFP". For the benefit of bidders submitting alternate proposals, will USAID describe in the RFP the expectations, boundaries, and measurement criteria so that bidders can submit viable alternate bids? In relation to this, can an alternate proposal be a partial alternate proposal (i.e., only address one of the Tasks) for only a portion of the funding or should it be submitted as a complete alternate proposal for the entire contract?

RESPONSE: The key is to submit a proposal directly responsive to solicitation and the structure implied. Then an offeror is free to submit a second offer which may make only relatively minor or may make major departure(s) from what the Government expresses in the solicitation. A 'departure' may be technical or financial or both. The Government has no preconception or anticipation of what an alternate proposal should or would look like. Any alternate offers will be evaluated on the merit of the construct it puts forward given what the Government seeks to address, namely Attachment 8.

USAID reserves the right to make more than one award, though we anticipate making one award under the solicitation. The maximum amount available, regardless of merit, from USAID is stated in page L-11.

On page L-5 of the RFP, it is stated that USAID encourages offerors to submit alternative proposals. And during the pre-bid conference, USAID indicated that such alternative proposals would be scored and critiqued separately from the offeror's base proposal in determining an award. Can USAID explain how this process of separately scoring and critiquing base and alternate proposals will work and how it will ensure that ALL proposals will be judged fairly in making an award?

RESPONSE: The Section M Best Value evaluation criteria under the solicitation applies to ALL proposals. The Government firmly believes that, regardless of innovativeness or creativity, the same evaluation criteria is flexible enough to fairly consider all option offerors may present for consideration.